

LEASE NO. GS-11P-LVA00545**Global Lease
GSA FORM L100 (02/2020)**

This Lease is made and entered into between

RP MRP Courthouse, LLC

(Lessor), whose principal place of business is 3050 K Street, NW, Suite 125, Washington, DC 20007-5123, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

1310 N. Courthouse Road, Arlington, Virginia 22201-2508

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

DocuSigned by:

*Paul Ketterer*95P228D9152C415
Paul Ketterer

Name: _____

Title: DirectorEntity: AEW Capital Management, L.P.Date: 3/23/2021

FOR THE GOVERNMENT:**(b) (6)**

64D13CC7662C426...

Name: Kevin T. MorrisonTitle: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 4/9/2021

WITNESSED FOR THE LESSOR BY:

DocuSigned by:

*Stephen Winsor*4AB8B38FC2474C8
Stephen Winsor

Name: _____

Title: Vice PresidentDate: 3/23/2021

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

- A. Office and Related Space: **28,961** rentable square feet (RSF), yielding **24,350** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **3rd** floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.
- B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **19** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.
- C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: At any time during the Lease Term, the Government shall have the rights to parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property, at prevailing market rates for parking at the Building.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2019)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM
	ANNUAL RENT
SHELL RENT ¹	\$519,560.34
OPERATING COSTS ²	(b) (4)
TENANT IMPROVEMENTS RENT ³	(b) (4)
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	(b) (4)
PARKING ⁵	\$0.00
ROUTINE CLEANING & DISINFECTING SERVICES ⁶	\$19,693.48
TOTAL ANNUAL RENT	\$946,446.18

¹Shell rent calculation:
(Firm Term) \$17.94 per RSF multiplied by the RSF stated under Paragraph 1.01

(b) (4)

⁵Parking costs described under sub-paragraph B below

⁶Routine disinfecting rent described under sub-paragraph L below

- B. INTENTIONALLY DELETED

- C. In accordance with the Lease negotiations, the Lessor has offered free rent to the Government for the first **twenty-four (24)** months of the Lease. Therefore, the first **twenty-four (24)** months of the Lease shall be provided at no cost to the Government.

- D. In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

- E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **24,350** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

- F. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

G. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

H. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

I. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

K. INTENTIONALLY DELETED

L. The Lessor shall provide routine cleaning and disinfecting services, as outlined under sub-paragraph N of the paragraph entitled "Janitorial Services", at (b) (4). The Government reserves the right to issue notice to unilaterally cancel the routine cleaning and disinfecting at any time during the Lease term and, in such a case, the rental rate will be reduced by this amount. This reduction shall occur after the Government gives 30 calendar days notice to the Lessor and shall continue in effect until the Lease expires or is terminated.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

A. **CBRE, INC.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only (b) (4) of the Commission will be payable to **CBRE, INC.** with the remaining (b) (4), which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 25 Rental Payment \$78,870.52 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 25th Month's Rent.*

Month 26 Rental Payment \$78,870.52 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 26th Month's Rent.*

Month 27 Rental Payment \$78,870.52 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 27th Month's Rent.*

Month 28 Rental Payment \$78,870.52 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 28th Month's Rent.*

Month 29 Rental Payment \$78,870.52 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 29th Month's Rent.*

Month 30 Rental Payment \$78,870.52 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 30th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (OCT 2016) INTENTIONALLY DELETED

1.06 RENEWAL RIGHTS (OCT 2016)

A. This Lease may be renewed at the option of the Government for a term of **5 YEARS** at the following rental rate(s):

OPTION TERM, YEARS -11 - 15		
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$748,352.24	\$25.84
OPERATING COSTS	OPERATING COST BASE SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE.	

OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.
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provided notice is given to the Lessor at least **180** days before the end of the original Lease term or any extension thereof; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

B. Termination rights outlined in the "Termination Rights" paragraph apply to all renewal terms.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2019)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
SECURITY REQUIREMENTS, LEVEL [REDACTED]	12	B
GSA FORM 3517B, GENERAL CLAUSES	17	C
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	2	D
DoDM 5105.21, Sensitive Compartmented Information (SCI) Administrative Security Manual	55	E
Rider No. 1 – FPLS Findings & Recommendations	2	F

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease (b) (4). The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at (b) (4).

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (% OF TI CONSTRUCTION COSTS)	(b) (4)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	(b) (4)
GENERAL CONTRACTOR'S FEE	(b) (4)
GENERAL CONTRACTOR'S GENERAL CONDITIONS	(b) (4)

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) (b) (4). The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at (b) (4).

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2018)

A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **7.63** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **28,961** RSF by the total Building space of **379,443** RSF. The tax parcel numbers are **18003108**.

B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at [RET.GSA.GOV](https://ret.gsa.gov).

1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED

1.14 ~~OPERATING COST BASE (OCT 2016)~~

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **(b) (4)**.

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$1.25** per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- **\$50.00** per hour for the entire Space.

B. INTENTIONALLY DELETED

1.17 ~~ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)~~ INTENTIONALLY DELETED

1.18 ~~BUILDING IMPROVEMENTS (MAR 2016)~~ INTENTIONALLY DELETED

1.19 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~ INTENTIONALLY DELETED

1.20 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: **829972962**.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (OCT 2018)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM. In addition, the Transferee must also complete a Foreign Ownership and Financing Representation.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real

Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within **20** days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for T1 construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

2.11 ~~RELOCATION ASSISTANCE ACT (APR 2011)~~ INTENTIONALLY DELETED

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (OCT 2016) INTENTIONALLY DELETED

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (OCT 2019)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. Unless waived by the LCO, the Lessor shall submit a reuse plan for leases 10,000 RSF or greater. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.04 CONSTRUCTION WASTE MANAGEMENT (OCT 2019)

A. For leases 10,000 RSF or greater, recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. **SUBMITTAL REQUIREMENT:** Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.

D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

E. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.05 WOOD PRODUCTS (OCT 2019)

A. Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde.

B. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surfacetreatment.

C. For leases 10,000 RSF or greater, new installations of wood products shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html). In addition, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).

3.06 ADHESIVES AND SEALANTS (OCT 2019)

A. All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no

heavy metals, and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

B. For leases 10,000 RSF or greater, the Lessor is encouraged to use applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT) and <https://sftool.gov/greenprocurement/green-products/8/miscellaneous/1238/adhesives/0>.

3.07 BUILDING SHELL REQUIREMENTS (OCT 2016)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor (s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.10 VESTIBULES (APR 2011)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.11 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.13 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.14 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
 - a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 - b.
 - (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
 - (ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
 - I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
 - II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.15 ELEVATORS (OCT 2016)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.16 BUILDING DIRECTORY (APR 2011)

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

3.17 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

3.18 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.19 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.20 CEILINGS (OCT 2019)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 8 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. For leases 10,000 RSF or greater, newly installed tiles or panels shall meet applicable, statutory environmentally preferable criteria related to biobased content as outlined under the Green Procurement Compilation at <https://sftool.gov/greenprocurement> and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1732/acoustical-ceiling-tiles/0?addon=False>.
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

3.21 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.22 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.23 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.24 PARTITIONS: GENERAL (OCT 2019)

A. Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO.

B. INTENTIONALLY DELETED

3.25 PARTITIONS: PERMANENT (OCT 2019)

A. Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

B. INTENTIONALLY DELETED

3.26 INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2019)

A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.

E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

F. INTENTIONALLY DELETED

3.27 WALL FINISHES – SHELL (SEP 2015)

A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.

B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.28 PAINTING – SHELL (OCT 2019)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

C. For leases 10,000 RSF or greater, primer shall meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>.

3.29 FLOORS AND FLOOR LOAD (OCT 2019)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.30 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

- A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpetbase.
- B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.
- C. Any alternate flooring must be pre-approved by the LCO.
- D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.31 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.32 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.33 ELECTRICAL (OCT 2019)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. The electrical distribution panels enclosed in the electrical room shall include: single-phase 120/240 volt or 3-phase 120/208 volt service for leased spaces under 10,000 RSF; 3-phase 120/208 volt service for leased spaces between 10,000 and 25,000 RSF; and 3-phase 277/480 volt and 3-phase 120/208 volt service for leased spaces over 25,000 RSF. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.
- B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.34 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012) INTENTIONALLY DELETED**3.35 PLUMBING (JUN 2012)**

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.36 DRINKING FOUNTAINS (OCT 2018)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.37 RESTROOMS (OCT 2016)

- A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.38 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2019)

For leases 10,000 RSF or greater, the specifications listed below apply:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.

B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.

C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

3.39 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. INTENTIONALLY DELETED

3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. **DAYLIGHTING CONTROLS:** If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. **OCCUPANCY/VACANCY SENSORS:** The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. **BUILDING PERIMETER:**

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. **PARKING STRUCTURES:** The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. **PARKING SENSORS:** If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. **EXTERIOR POWER BACKUP:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.44 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. **Reverberation Control.** Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. **Ambient Noise Control.** Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in otherspaces.

C. **Noise Isolation.** Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40

Offices: NIC 35

D. **Testing.** The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.45 SECURITY FOR NEW CONSTRUCTION (OCT 2019) INTENTIONALLY DELETED

3.46 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012) INTENTIONALLY DELETED

3.47 FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015) INTENTIONALLY DELETED

3.48 GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016) INTENTIONALLY DELETED

3.49 GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016) INTENTIONALLY DELETED

3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2019)

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

D. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15° C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

3.51 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.52 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014) INTENTIONALLY DELETED

3.53 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)

A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. Compliance may require excavation for artifact recovery, recordation and interpretation. For Tenant Improvements and other tenant-driven alterations within an existing historic building, new construction or exterior alterations that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties. GSA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

B. Compliance requirements under Section 106 apply to all historic property alterations and new construction, regardless of the magnitude, complexity or cost of the proposed scope of work.

C. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent. Such costs may be offset by federal, state or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

3.54 DESIGN EXCELLENCE – LEASE (OCT 2016) INTENTIONALLY DELETED

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2017)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than **30** Working Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed, as part of the shell cost, within **15** Working Days of the Government's request.

B. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

Level 1:

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

Level 2 (reimbursable):

After Lease Award, the Government may request the Lessor to submit a separate price proposal to provide Level 2 DIDs in addition to the Level 1 DIDs which are already priced as part of the shell rent. If requested, Level 2 DIDs must include the following Level 2 elements:

1. Reflected Ceiling Plan;
2. Interior Elevations;
3. Interior Sections;
4. Partition Type/ Section Plan; and
5. Door/Hardware Schedule

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than **15** Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than **90** Working Days following the approval of DIDs, as further outlined below. The pricing for this work is included under the A/E fees established under Section 1 of the Lease.

1. **35% Complete CDs**. Lessor must submit to the Government CDs for Government's review and approval at **35%** completion not later than **20** Working Days following approval of the DIDs. The Government shall have **10** Working days to review and approve the **35%** complete CDs before Lessor proceeds with further preparation of the CDs.
2. **65% Complete CDs**. Lessor must submit to the Government CDs for Government's review and approval at **65%** completion not later than **15** Working Days after approval of the **35%** CDs. The Government shall have **10** Working Days to review the **65%** complete CDs before Lessor proceeds with further CD preparation.
3. **90% Complete CDs**. Lessor must submit to the Government CDs for the Government's review and approval at **90%** completion not later than **15** Working Days after approval of the **65%** CDs. The Government shall have **10** Working Days to review and approve the 90% CDs before Lessor proceeds with further CD preparation.
4. **100% Complete (Final) CDs**. Lessor must submit to the Government **100%** complete CDs (final CDs) not later than **10** Working Days after approval of the 90% complete CDs.

If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **10** Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such

circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of Final CDs: The Government shall have **10 Working Days** to review the final CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements, the approved DIDs, and the approved **30%, 60%, and/or 90%** complete CDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **30 Working Days** following the end of the Government CD review period.

G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within **30 Working Days** following the end of the Government CD review period.

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within **15 Working Days** following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **90 Working days** following issuance of NTP.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSIMasterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP).

4.05 GREEN LEASE SUBMITTALS (OCT 2019)

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.
- B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.
- C. For leases 10,000 RSF or greater, a re-use plan, if required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. If the Lessor is unable to comply with the environmentally preferable requirements stated throughout the Lease, he/she must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:
 - 1. Product cannot be acquired competitively within a reasonable performance schedule.
 - 2. Product cannot be acquired that meets reasonable performance requirements.
 - 3. Product cannot be acquired at a reasonable price.
 - 4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction waste management plan: For leases 10,000 RSF or greater, prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:
 - 1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
 - 2. A description of how commissioning requirements will be met and confirmed.
- J. INTENTIONALLY DELETED
- K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **10** Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **10** Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of **15** Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition,

at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.

B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project. Upon acceptance of Space, the Government will complete above ceiling requirements and obtain accreditation of its SCIF.

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. The Lease term shall commence **SIXTY (60)** Working Days after the space is accepted as substantially complete (regardless of SCIF accreditation). At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.12 AS-BUILT DRAWINGS (OCT 2019)

Not later than **20** days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.13 LIQUIDATED DAMAGES (JUN 2012) INTENTIONALLY DELETED

4.14 SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED

4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance

4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

4.16 CONSTRUCTION PERSONNEL ACCESS TO SPACE

The construction contractor (Lessor's General Contractor and any subcontractors) shall be a United States company using U. S. citizens to reduce risk, but may be performed by U.S. companies using U.S. persons (an individual who has been lawfully admitted for permanent residence as defined in 8 U.S.C. 1 101(a) (20) or who is a protected individual as defined by Title 8 U.S.C. 1 324b (a) (3)).

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)~~ INTENTIONALLY DELETED

5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. Draperies:

1. If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply:

a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or leftside.

b. Construction. Any draperies to be newly installed shall be made as follows:

- i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
- ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
- iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
- iv. Three-fold pinch pleats;
- v. Safety stitched intermediate seams;
- vi. Matched patterns;
- vii. Tacked corners; and,
- viii. No raw edges or exposed seams.

c. Use of existing draperies must be approved by the Government.

5.05 DOORS: SUITE ENTRY (OCT 2019)

A. Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT).and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>.

5.06 DOORS: INTERIOR (OCT 2019)

A. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT).and [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/1338/PAINT/0?ADDON=FALSE](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/1338/PAINT/0?ADDON=FALSE).

5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.09 PARTITIONS: SUBDIVIDING (OCT 2019)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTME-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

E. For leases 10,000 RSF or greater, the Lessor is encouraged to use materials for newly installed gypsum board meeting applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1735/wallboardgypsum-boarddrywall/0?addon=False>.

5.10 WALL FINISHES (OCT 2019)

If the Government chooses to install a wall covering, the following specifications shall apply:

A. Commercial grade, weighing not less than 13 ounces per square yard.

B. For leases 10,000 RSF or greater, wall covering shall be vinyl-free, chlorine-free, plasticizer-free, with recycled or bio-based content. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.11 PAINTING – TI (OCT 2019)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors and type of paint acceptable to the Government.

B. For leases 10,000 RSF or greater, the Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet applicable, statutory, environmentally preferable criteria for biobased and recovered material content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GREENPROCUREMENT](https://SFTOOL.GREENPROCUREMENT) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>. The Lessor shall use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible.

5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2019)

A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. For leases 10,000 RSF or greater, floor covering and perimeter products must meet applicable, statutory, environmentally preferable criteria related to biobased and recovered material content as outlined under the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT and [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/23/CARPET/0?ADDON=FALSE](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/23/CARPET/0?ADDON=FALSE), [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/1307/FLOOR-COVERINGS-NON-CARPET/0?ADDON=FALSE](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/1307/FLOOR-COVERINGS-NON-CARPET/0?ADDON=FALSE), and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/97/floor-tiles-heavy-dutycommercial/0?addon=False>.

2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

3. Performance requirements for broadloom and modular tile:

- a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
- b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
- c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
- d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

- A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.17 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any singledrop.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)

A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. **PENDANT STYLE FIXTURES:** If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. **MIXED FIXTURES:** DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as **7:00 AM to 6:00 PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours. Access to the Government's space must also meet the standards outlined in Section 6.15. The Government will provide an escort for all janitorial or building facilities staff at all times.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011) INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: www.gsa.gov/ucr)

6.05 HEATING AND AIR CONDITIONING (OCT 2018)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. Approximately **500** ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The peak BTU output of this room is established as **180,000** BTU per hour. The temperature of this room shall be maintained at **72** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

H. INTENTIONALLY DELETED

I. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease

6.06 OVERTIME HVAC USAGE (OCT 2018)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$3,500 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,500 shall be placed using GSA Form 300, Order for Supplies or Services, or

other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

N. Routine Cleaning and Disinfecting Requirements for the Premises.

The Lessor shall routinely wipe down all solid, high contact surfaces in Building common areas (defined here as those areas used or accessed by the Government's employees and visitors), and within the leased Space, using a disinfectant from the EPA-registered list of products identified as effective against Novel Coronavirus SARS-CoV-2 (<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>), or other product containing the same active ingredient(s) at the same or greater concentration than those on the list. Cleaning staff shall use products in accordance with directions provided by the manufacturer. Cleaning staff shall wear disposable gloves (e.g., latex, nitrile, etc.), face masks, and any additional personal protective equipment (PPE), as recommended by the cleaning and disinfectant product manufacturers. Disinfection application and products should be chosen so as to not damage interior finishes or furnishings.

Examples of solid, high contact surfaces in Building common and high traffic areas include, but are not limited to, handrails, door knobs, key card scan pads, light switches, countertops, table tops, water faucets and handles, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls. It does not include agency owned equipment such as desks, telephones, computers, keyboards, docking stations, computer power supplies, and computer mouse, personal fans and heaters, desk lighting, etc. Disinfected surfaces should be allowed to air dry.

The Government reserves the right to issue notice to unilaterally cancel this routine cleaning and disinfecting at any time during the Lease term and, in such a case, the rental rate will be reduced by the amount specified for "Routine Cleaning and Disinfecting Services" under lease clause "Rent and Other

Consideration". This reduction shall occur after the Government gives 30 calendar days notice to the Lessor and shall continue in effect until the Lease expires or is terminated.

6.08 SELECTION OF CLEANING PRODUCTS (OCT 2019) INTENTIONALLY DELETED

6.09 SELECTION OF PAPER PRODUCTS (OCT 2019) INTENTIONALLY DELETED

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

C. The Lessor shall be escorted at any time within the leased Premises. Access during off-hours or extended business hours shall be arranged in advance, when possible. Emergency off-hours access requires the Government to give the Lessor access to the leased Premises and escort all parties. In the case of an emergency, where advance notice to the Government is not possible, Lessor shall have no liability to the Government for any damage as a result of Lessor's inability to access to the leased Premises, or any damage to any locks, doors or other Government equipment due to any action taken by emergency personnel.

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

- a. Backing or underlayment is exposed;
- b. There are noticeable variations in surface color or texture;
- c. It has curls, upturned edges, or other noticeable variations in texture;
- d. Tiles are loose; or,
- e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, should the Government exercise the renewal option outlined in section 1.06 of this Lease, the Lessor shall replace all carpet and base coving in the Space prior to commencement of the renewal term, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement [Homeland Security Presidential Directive-12](#) (HSPD-12), Office of Management and Budget (OMB) guidance [M-05-24](#) and [M-11-11](#), and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

K. Any of the Lessor's building management and janitorial staff who will be accessing the Space at any time after occupancy and throughout the term of the Lease must be U.S. citizens.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPING (OCT 2019) INTENTIONALLY DELETED

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 RECYCLING (JUN 2012)

- A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.
- B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.
- C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at <https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf>) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.
 - a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.
 - b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.
2. Dissemination of CUI building information:
 - a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
 - b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
 - i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
 - ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.
3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum:
 - 1) The name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated;

- 2) The name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information;
- 3) Contact information for the named individual; and
- 4) A description of the CUI building information provided.

Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.
5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.
6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.
7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.
8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

6.22 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

6.23 RADON IN AIR (OCT 2016)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

6.24 RADON IN WATER (JUN 2012)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.25 HAZARDOUS MATERIALS (SEP 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.26 MOLD (OCT 2018)

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph C below.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable mold.

C. Within 72 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. After all leaks have been identified and corrected, the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008) and all applicable state laws pertaining to mold remediation practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Federal Security Level █ attached to this Lease.

7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

- 1.03 RENT AND OTHER CONSIDERATION (OCT 2018)
- 1.09 TENANT IMPROVEMENT FEE SCHEDULE (OCT 2019)
- 4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2017)
- 4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)
- 4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)
- 4.16 CONSTRUCTION PERSONNEL ACCESS TO SPACE
- 6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)
- 6.07 JANITORIAL SERVICES (JUN 2012)
- 6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)
- 6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)
- 6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

7.03 SECURITY EXHIBIT CLARIFICATIONS

Regarding Exhibit B, Security Requirements, of the Lease, the Government clarifies the following:

1. The three existing entry points to the Building comply with the Limit On Entry Points section.
2. The two existing entrances to the parking garage comply with the Number of Parking Entrances section.
3. Other Building tenants and their visitors, customers and invitees are authorized individuals pursuant to the Authorized Access to Parking section.
4. The following language hereby replaces the language found in the Vehicle Screening section of Exhibit B:

"The Government may elect to screen all visitor vehicles as prescribed by the Government and deemed acceptable by the Lessor, whose approval shall not be unreasonably withheld. This screening shall include ID verification and visual inspection of the vehicle, including undercarriage. The Lessor shall provide adequate lighting in screening area to illuminate the vehicle exterior and undercarriage. CCTV coverage of the screening area shall be provided by the Lessor (see CCTV requirements). The term "visitors" in this section applies to parkers without key fob access to the garage. In the event the Government elects to institute screening procedures, one of the parking garage entrances shall be equipped with key fob equipment to allow non-visitor parkers free access to the garage, the other entrance shall be manned to screen visitor vehicles as set forth above."

5. The leased Space is less than 75% of the ABOA SF in the Building; therefore, the Facilities Entrances and Lobby section only applies to the entrance of the leased Space. As such, the parties agree that the Mail Screening Rooms paragraph, which is included in the Facilities Entrances and Lobby section, only applies to the entrance of the leased Space and the Screening of Mail and Packages section applies only to packages addressed to the Government.

7.04 LESSOR'S SHELL COST OBLIGATIONS

The Lessor's Shell Costs shall be limited to those described in the L100. All costs associated with the Exhibit E shall be a tenant improvement expense unless such costs are defined as shell in the L100.

08.14.20



(b) (5), (b) (7)(F)

1310 NORTH COURTHOUSE
3RD FLOOR

LESSOR:  GOVERNMENT: 

SECURITY REQUIREMENTS - (b) (7)(F)

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS THAT MAY BE INSTALLED IN THE LEASED SPACE, AND UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). BECAUSE EACH BUILDING IS UNIQUE, THE FINAL LIST OF SECURITY COUNTERMEASURES WILL BE DETERMINED DURING THE DESIGN PHASE AND IDENTIFIED IN THE DESIGN INTENT DRAWINGS AND CONSTRUCTION DOCUMENTS. AFTER COMPLETING THE CONSTRUCTION DOCUMENTS, THE LESSOR SHALL SUBMIT A LIST OF THE ITEMIZED COSTS. SUCH COSTS SHALL BE SUBJECT TO NEGOTIATION.

WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS OF THIS LEASE, THE STRICTEST SHALL APPLY.

DEFINITIONS:

CRITICAL AREAS AND SYSTEMS- The areas that house systems that if damaged and/or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled Space (e.g., generators, air handlers, electrical feeds, utilities, telecom closets or potable water supply that may be located outside Government-controlled Space).

SENSITIVE AREAS – Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

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SECURITY GUARD POSTINGS

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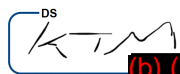
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Exhibit C
Lease No. GS-11P-LVA00545

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	552.270-33	SYSTEM FOR AWARD MANAGEMENT - LEASING
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

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DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST- TIER SUBCONTRACT AWARDS
OTHER	47	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	48	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

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4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

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10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial

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completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for

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purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 552.270-33 SYSTEM FOR AWARD MANAGEMENT – LEASING (FEB 2020)

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

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- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (3) Company physical street address, city, state, and Zip Code.
 - (4) Company mailing address, city, state and Zip Code (if separate from physical).
 - (5) Company telephone number.
 - (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry).
 - (10) Company headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

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(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

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- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

LESSOR:  GOVERNMENT: 

Exhibit C
Lease No. GS-11P-LVA00545

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

LESSOR: 

GOVERNMENT: 

Exhibit C
Lease No. GS-11P-LVA00545

Poster(s)	Obtain from

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation [3.1004](#)(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

LESSOR: 

GOVERNMENT: 

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Lease No. GS-11P-LVA00545

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)
This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (JUL 2016)

This clause is incorporated by reference.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

34. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

LESSOR: 

GOVERNMENT: 

Exhibit C
Lease No. GS-11P-LVA00545

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAY 2020)

(Applicable to leases exceeding the micro-purchase threshold.)
This clause is incorporated by reference.

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

(a) *Definitions.* As used in this clause-

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over \$15,000 total contract value.)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)
This clause is incorporated by reference.

41. 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

(Applicable to leases over \$35,000 total contract value.)
This clause is incorporated by reference.

42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over \$750,000 total contract value.)
This clause is incorporated by reference.

LESSOR:  GOVERNMENT: 

Exhibit C
Lease No. GS-11P-LVA00545

43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) ALTERNATE III (JUN 2020)

(Applicable to leases over \$750,000 total contract value.)
This clause is incorporated by reference.

45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over \$750,000 total contract value.)
This clause is incorporated by reference.

46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over \$30,000 total contract value.)
This clause is incorporated by reference.

47. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

LESSOR:  GOVERNMENT: 

Exhibit C
Lease No. GS-11P-LVA00545

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

LESSOR:  GOVERNMENT: 

Exhibit C
Lease No. GS-11P-LVA00545

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

48. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).

This clause is incorporated by reference.

LESSOR: 

GOVERNMENT: 

LESSOR'S ANNUAL COST STATEMENT*Important - Read attached "Instructions"***OMB Control Number: 3090-0086****Expiration Date: 11/30/2019**

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0086. We estimate that it will take 2 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

1. Request for Lease Proposals (RLP)

9VA2720

2. Statement Date

11/06/2020

3. Rental Area (Square Feet)**3A. Entire Building**

379,443

3B. Leased by Government

28,961

4. Building Name and Address (Number, Street, City, State, and Zip Code)

1310 N. Courthouse Road
Arlington, Virginia 22201-2508

**SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES
FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION**

SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR		FOR GOVERNMENT USE ONLY
	(a) Entire Building	(b) Government-Leased Area	
A. CLEANING, JANITOR AND/OR CHAR SERVICE	(b) (4)		
5. Salaries			
6. Supplies (Wax, cleaners, cloths, etc.)			
7. Contract Services (Window washing, waste and snow removal)			
B. HEATING			
8. Salaries			
9. Fuel ("X" one) <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Coal <input type="checkbox"/> Electric			
10. System Maintenance and Repair			
C. ELECTRICAL			
11. Current for Light and Power			
12. Replacement of Bulbs, Tires, Starters			
13. Power for Special Equipment			
14. System Maintenance and Repair (Ballasts, Fixtures, etc.)			
D. PLUMBING			
15. Water (For all purposes) (Include Sewage Charges)			
16. Supplies (Soap, towels, tissues not in 6 above)			
17. System Maintenance and Repair			
E. AIR CONDITIONING			
18. Utilities (Include electricity, if not in C11)			
19. System Maintenance and Repair			
F. ELEVATORS			
20. Salaries (Operators, starters, etc.)			
21. System Maintenance and Repair			
	\$49,200.14	\$5,701.77	

GENERAL SERVICES ADMINISTRATION**GSA 1217 (REV. 11/2016)**LESSOR: GOVERNMENT: 

G. MISCELLANEOUS (To the extent not included on Page 1)		
22. Building Engineer and/or Manager	(b) (4)	
23. Security (Watchperson, guards, not janitors)		
24. Social Security Tax and Workperson's Compensation Insurance		
25. Lawn and Landscaping Maintenance		
26. Other (Explain on separate sheet)		
27. TOTAL		


SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

28. Real Estate Taxes	(b) (4)	
29. Insurance (Hazard, Liability, etc.)		
30. Building Maintenance and Reserves for Replacement		
31. Lease Commission		
32. Management		
33. TOTAL		

LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities, and ownership.

34. Signature of: ☒ Owner

☐ Legal Agent

TYPED NAME AND TITLE	SIGNATURE	DATE
34A. Paul Ketterer Director	34B.  <small>DocuSigned by: Paul Ketterer 9E0228D9152C415...</small>	34C. 3/23/2021
35A.	35B.	35C.



Department of Defense MANUAL

NUMBER 5105.21, Volume 2

October 19, 2012

Incorporating Change 1, Effective April 5, 2018

USD(I)

SUBJECT: Sensitive Compartmented Information (SCI) Administrative Security Manual:
Administration of Physical Security, Visitor Control, and Technical Security

References: See Enclosure 1

1. PURPOSE

a. Manual. This Manual is composed of several volumes, each serving a specific purpose, and reissues DoD Manual (DoDM) 5105.21-M-1 (Reference (a)). The purpose of the overall Manual, in accordance with the authority in DoD Directive (DoDD) 5143.01 (Reference (b)), is to implement policy established in DoD Instruction (DoDI) 5200.01 (Reference(c)), and Director of Central Intelligence (DCI) Directive (DCID) 6/1 (Reference (d)) for the execution and administration of DoD Sensitive Compartmented Information (SCI) program. It assigns responsibilities and prescribes procedures for the implementation of DCI and Director of National Intelligence (DNI) policies for SCI.

b. Volume. This Volume addresses the administration of physical security, visitor control, and technical security for SCI facilities (SCIFs).

2. APPLICABILITY. This Volume:

a. Applies to OSD, the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of the Inspector General of the Department of Defense, the Defense Agencies, except as noted in paragraph 2.c., the DoD Field Activities, and all other organizational entities within the DoD (hereinafter referred to collectively as the "DoD Components").

b. Applies to contractors in SCIFs accredited by the Defense Intelligence Agency (DIA) and to DoD SCI contract efforts conducted within facilities accredited by other agencies and approved for joint usage by a co-utilization agreement.

DoDM 5105.21-V2, October 19, 2012

c. Does not apply to the National Security Agency/Central Security Service (NSA/CSS), National Geospatial-Intelligence Agency (NGA), and the National Reconnaissance Office (NRO), to which separate statutory and other Executive Branch authorities for control of SCI apply.

3. DEFINITIONS. See Glossary.

4. RESPONSIBILITIES. See Enclosure 2 of Volume 1 of this Manual.

5. PROCEDURES. General procedures for SCI administrative security are found in Enclosure 2, Volume 1 of this Manual. Procedures for physical security, visitor control, and technical security for SCI facilities are detailed in Enclosures 2, 3, and 4 respectively of this Volume.

6. RELEASABILITY. ~~UNLIMITED. This Volume is approved for public release and is available on the Internet from the DoD Issuances Website at <http://www.dtic.mil/whs/directives>. Cleared for public release. This volume is available on the Directives Division Website at <http://www.esd.whs.mil/DD/>.~~

7. EFFECTIVE DATE. This Volume: ~~is effective October 19, 2012~~

~~a. Is effective October 19, 2012.~~

~~b. Must be reissued, cancelled, or certified current within 5 years of its publication in accordance with DoD Instruction 5025.01 (Reference (e)). If not, it will expire effective October 19, 2022 and be removed from the DoD Issuances Website.~~



Michael G. Vickers
Under Secretary of Defense for Intelligence

Enclosures

1. References
2. Physical Security
3. Visitor Control
4. Technical Security

Glossary

DoDM 5105.21-V2, October 19, 2012

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FIGURE

Sample EAP Format32

DoDM 5105.21-V2, October 19, 2012

ENCLOSURE 1REFERENCES

- (a) DoD 5105.21-M-1, "Department of Defense Sensitive Compartmented Information Administrative Security Manual," August 1998 (cancelled by Volume 1 of this Manual)
- (b) DoD Directive 5143.01, "Under Secretary of Defense for Intelligence (USD(I)),
November 23, 2005 October 24, 2014, as amended
- (c) DoD Instruction 5200.01, "DoD Information Security Program and Protection of Sensitive Compartmented Information," *October 9, 2008 April 21, 2016*
- (d) Director of Central Intelligence Directive 6/1, "Security Policy for Sensitive Compartmented Information and Security Policy Manual," March 1, 1995¹
- ~~(e) DoD Instruction 5025.01, "DoD Directives Program," September 26, 2012~~
- (f) Intelligence Community Directive 705, "Sensitive Compartmented Information Facilities," May 26, 2010
- (g) Intelligence Community Standard 705-1, "Physical and Technical Security Standards for Sensitive Compartmented Information Facilities," September 17, 2010
- (h) Intelligence Community Standard 705-2, "Standards for the Accreditation and Reciprocal Use of Sensitive Compartmented Information," September 17, 2010
- (i) DoD Instruction 5200.08, "Security of DoD Installations and Resources and the DoD Physical Security Review Board (PSRB)," December 10, 2005, *as amended*
- (j) DoD Directive 5205.02E, "DoD Operations Security (OPSEC) Program," June 20, 2012
- (k) Unified Facilities Criteria 4-010-1, "DoD Minimum Antiterrorism Standards for Buildings," 2002
- (l) DoD Manual 5200.01, "DoD Information Security Program," Volumes 1-4, February 24, 2012
- (m) Volume 6 of U.S. Department of State Foreign Affairs Handbook 12, "OSPB Security Standards and Policy Handbook," July 2006².
- (n) Intelligence Community Directive 503, "Intelligence Community Information Technology Systems Security Risk Management, Certification and Accreditation," September 15, 2008
- (o) DoD Directive 5205.07, "Special Access Program (SAP) Policy," July 1, 2010
- ~~(p) DoD Instruction O-5205.11, "Management, Administration, Oversight of DoD Special Access Programs (SAPs)," July 1, 1997~~
- (p) DoD Instruction 5205.11, "Management, Administration, and Oversight of DoD Special Access Programs (SAPs)," February 6, 2013*
- (q) Director of Central Intelligence Directive 6/7, "Intelligence Disclosure Policy," June 30, 1998
- (r) DoD Directive 5230.20, "Visits and Assignments of Foreign Nationals," June 22, 2005
- (s) DoD Directive 5530.3, "International Agreements," June 11, 1987, *as amended*
- (t) Intelligence Community Directive 701, "Security Policy Directive for Unauthorized Disclosures of Classified Information," March 14, 2007
- (u) Army Regulation 380-27, "Control of Compromising Emanations," May 19, 2010

¹ Available via <http://www.intelink.ic.gov/sites/cps/policystrategy/policy/pages/dcids.aspx> [JWICS]² Available via http://source.ds.state.sgov.gov/products/library_FAMsFAHs/FFhome.asp [SIPRNET]*Change 1, 04/05/2018*LESSOR: GOVERNMENT: 

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- (v) Air Force Instruction 71-101, Volume 3 "Air Force Technical Surveillance Countermeasures Program," June 1, 2000
- (w) Secretary of the Navy Instruction 3850.4, "Technical Surveillance Countermeasures," December 8, 2000
- (x) Joint Staff Manual 5220.01A, "Temporary Restricted Area Access Request," October 1, 1997
- (y) Administrative Instruction 30, "Force Protection of the Pentagon Reservation," June 26, 2009, *as amended*
- (z) DoD Instruction 5240.05, "Technical Surveillance Countermeasures (TSCM) Program," ~~February 22, 2006~~ *April 3, 2014*
- (aa) Intelligence Community Directive 702, "Technical Surveillance Countermeasures," February 18, 2008
- (ab) National Security Telecommunications Information System Security Advisory Manual 2-95 & 2-95A, "RED/BLACK Installation Guidance" February 3, 2000
- (ac) National Security Telecommunications and Information Systems Security Instruction 7003, "Protected Distribution Systems (PDS)," December 3, 1996
- (ad) National Security Telecommunications and Information Systems Security Instruction 7002, "TEMPEST Glossary," March 17, 1995
- (ae) National Security Telecommunications and Information Systems Security Instruction 4002, "Classification Guide for COMSEC Information," June 5, 1986

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*DoDM 5105.21-V2, October 19, 2012*ENCLOSURE 2PHYSICAL SECURITY1. GENERAL

a. Physical security standards for the construction and protection of SCIFs are prescribed in Intelligence Community Directive (ICD) 705 (Reference (f)), Intelligence Community Standard (ICS) 705-1 (Reference (g)), and ICS 705-2 (Reference (h)). DoD SCIFs will be established in accordance with those references and this Volume.

(1) Wherever practical, SCIFs will be designated as a restricted area in accordance with DoD Instruction 5200.08 (Reference (i)). The special security officer (SSO) will coordinate to list the SCIF within the post or installation directive that defines and designates all local restricted areas and will post outside the SCIF the proper English and, when appropriate (overseas areas only), foreign language "Restricted Area" signs. If a SCIF is physically located within a restricted area, it does not also need to be designated as a controlled area.

(2) Personnel who work in or have routine or unescorted access to a SCIF must be indoctrinated for the compartments of SCI that is discussed, processed, or stored within the facility.

(a) If a SCIF has multiple SCI control systems that are physically separated by an internal access control device or other similar control system, only SCI-indoctrinated personnel with the appropriate level of access for the facility will escort uncleared personnel. SCIF door combinations and bypass keys, if applicable, must be protected at the same level for which the facility is accredited.

(b) Main entry point combinations and bypass keys, if applicable, will be stored in a different SCIF of the same or higher accreditation.

(c) Access codes to an intrusion detection system and access control device will be limited to personnel who are SCI-indoctrinated and have a need to know. Administrator privileges to intrusion detection systems should be limited to the SSO.

(3) Operations security (OPSEC) principles are critical for protecting the operational activities and security of SCIFs. OPSEC principles should be considered and implemented based on the local security environment.

(a) The facility's location (complete address) and identity as a SCIF shall be protected at a minimum of FOR OFFICIAL USE ONLY (FOUO). Drawings or diagrams identified as a SCIF may not be posted on an UNCLASSIFIED website or transmitted over the Internet without some type of encryption.

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(b) SCIFs should be referred to as a controlled space or another terminology so as not to designate it as a SCIF on releasable documents (e.g., bid requests, permit requests, sub-contractor plans).

(c) Refer to DoDD 5205.2 (Reference (j)) for further OPSEC guidance.

(4) All new facilities shall be constructed as directed in References (g) and (h), and in compliance with Unified Facilities Criteria 4-010-1 (Reference (k)). SCIF construction overseas shall also comply with applicable local anti-terrorism and force protection regulations. SCIFs built under Chief of Mission (COM) control will follow Department of State guidelines.

b. Approvals. Reference (f) provides detailed physical security recommendations that should be applied. These recommendations are generally phrased with words such as “should,” “may,” and “can.” In some instances, such as speakerphones, answering machines, and secondary doors, these recommendations are contingent upon accrediting official (AO) (DIA Counterintelligence and Security Office (DAC)) approval. Requests must include adequate details that enable DAC to render an informed decision. DAC may delegate to senior intelligence officials (SIOs) of the Combatant Commands the authority to approve Temporary Secure Working Areas (TSWAs), Temporary SCIFs (T-SCIFs), and concept statements for creation of new SCIFs.

c. Mitigations. Methods identified in the Intelligence Community (IC) Technical Specifications contained in Reference (g) are an accepted way to meet the performance standard, but there may be several ways to achieve the same standard other than what is listed. A different method may be used if it achieves the same performance standard as identified in Reference (f). This mitigation must be identified in the Fixed Facility Checklist (Attachment A to Reference (g)) and requires approval from the AO before implementation.

d. Waivers

(1) Reference (f) provides detailed physical security requirements. These requirements are generally phrased with definitive words such as “will,” “shall,” and “must.” Requirements of this nature require a waiver whenever they cannot be followed and mitigations cannot be applied (i.e., a waiver down). A waiver is also required when these standards are exceeded (i.e., a waiver up).

(2) All waiver requests will be submitted through the cognizant security authority (CSA), their designee, or the DoD Component SIO to DAC for review. If DAC determines that a waiver is warranted, it will process the waiver request for approval.

(3) Waivers down will be guided by the principles of risk management. The request must be signed by the reviewing official (the CSA, their designee, or the DoD Component SIO) and at a minimum must include the following information:

(a) The physical security requirement(s) that cannot be met.

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(b) Explanation of why the security requirement cannot be implemented and the mitigations that were considered.

(c) Mission impact if the waiver is disapproved.

(d) Identification of compensatory countermeasures that can be implemented in lieu of the established physical security requirements that can reduce the residual risk.

(e) The time expectation on when the standard can be met and a waiver is no longer required.

(4) Elements requesting waivers up must forward a written request through the CSA, their designee, or the DoD Component SIO to DAC. The request at a minimum must include the following information:

(a) The physical security requirement that will be exceeded.

(b) A statement of documented risk that justifies the need to exceed standards.

(c) Mission impact if the waiver is disapproved.

(d) Identification of the additional security measures being put into place.

(e) The time expectation on when the waiver will no longer be required.

(5) Limitations on Waivers. Waivers are normally granted for a period of up to 1 year or until such time as the waiver is no longer needed. All waivers shall be reported to the Office of the Director of National Intelligence (ODNI) and maintained in the ODNI database. All SCIFs with permanent waivers will be reviewed annually using the current standards to determine if a waiver is still needed or if mitigations can be used instead. Elements requesting co-use of any SCIF with a waiver will be informed of it.

(6) Classification Guidance. Guidance on classification of information related to the accreditation of DoD SCIFs is maintained on the DAC JWICS website (<http://www.dia.ic.gov/homepage/da/security/field/index.html>). All SCIF documentation classified under DIA classification authority shall be marked and transmitted per DoDM 5200.01 (Reference (1)).

2. SCIF DESIGN AND PLANNING

a. Site Planning

(1) SCIF security begins with the decision to build a SCIF. Adequate planning and design will prevent many of the security risks to SCI and reduce the costs of construction. Site planning should include looking at the standoff distances for AT/FP as well as TEMPEST.

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(2) The Service CSA or DoD Component SIO or their designees shall conduct one-time construction project reviews before site acquisition (purchase or lease of a building) for the purpose of making transparent, accountable, and prudent risk management decisions involving security requirements and long-term security risks.

b. Concept Approval

(1) The concept approval is the first critical element in the establishment of a SCIF. Concept approval certifies that a clear operational requirement exists for the SCIF and there is no existing SCIF to support the requirement.

(2) Once a need for SCI has been identified, the organization's commander will submit a request for SCI to the Service CSAs, their designees, or DoD Component SIOs. This request will identify the levels and types of SCI desired and certify that the organization is able to support the SCIF (i.e., manning and budget) throughout its lifecycle.

(3) Upon receipt of the request to build a SCIF, the Service CSAs, their designees, or DoD Component SIOs will validate the need for a SCIF and the requirement for the requested level of SCI. The Service CSAs, their designees, or DoD Component SIOs are required to grant concept approval to establish a SCIF, to include contractor SCIFs. They may delegate this approval as deemed necessary. If delegated, the Service CSAs, their designees, or DoD Component SIOs must notify DAC to preclude potential confusion.

(4) The Service CSAs, their designees, or DoD Component SIOs will provide the concept approval and, if applicable, the DD Form 254, "Contract Security Classification Specification," for contractor facilities to DAC with an information copy to the supporting SSO.

c. Diplomatic Facilities

(1) DoD SCIFs established within diplomatic facilities fall under the security responsibility of the COM and must also obtain permission through Department of State channels to build a SCIF. These SCIFs will comply with all requirements of Reference (f) and meet the Overseas Security Policy Board (OSPB) standards in accordance with Volume 6 of U.S. Department of State Foreign Affairs Handbook 12 (Reference (m)).

(2) Where OSPB standards and DoD standards conflict, the more stringent will be applied unless resolved by DAC and the Department of State Bureau of Diplomatic Security.

3. SCIF TYPES

a. Temporary SCIFs

(1) TSWA

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(a) A TSWA must not be used more than 40 hours per month and no longer than 12 months in the same location. The 40-hour rule is based on an average use of the TSWA over a 12-month period. The purpose for this requirement is that a TSWA's physical security standards are less than that of a permanently accredited SCIF. If the facility will be used on a more frequent basis, the user of a facility must pursue permanent accreditation. On a case-by-case basis and with sufficient justification, DAC may approve SCI storage (not to exceed 6 months).

(b) The Service CSAs, their designees, or DoD Component SIOs may approve TSWAs for all compartments of SCI. Approval for processing SCI in TSWAs may only be granted by DIA or heads of the intelligence and counterintelligence elements of the Military Services, Combatant Commands, and Defense Agencies according to their respective information system (IS) accreditation authority.

(c) Active TSWA status will be annotated on the DIA JWICs share point site by the applicable Service CSAs, their designees, or DoD Component SIOs.

(2) T-SCIF

(a) T-SCIFs are used in support of tactical, contingency, and field-training operations for a limited time where physical security construction standards associated with permanent facilities are not possible. They may include hardened structures (buildings, bunkers, etc.), truck-mounted or towed military shelters, tents, prefabricated modular trailers or buildings, and areas used on aircraft and surface and subsurface vessels.

(b) The Service CSAs, their designees, or DoD Component SIOs may establish and grant temporary accreditation to operate a T-SCIF. These officials may further delegate this approval, in writing, to a lower level of command providing continued oversight is maintained. No further delegation is authorized. T-SCIF approvals will be valid for up to 1 year. Consideration must be given to establishing a permanent SCIF whenever it is known that the T-SCIF will be required for a period greater than 1 year. Extension beyond the 1-year period must be justified in writing to DAC, which retains approval authority.

(c) Active T-SCIF status will be annotated on the DIA JWICs sharepoint site by the applicable Service CSAs, their designees, or DoD Component SIOs.

(d) Elements establishing or operating a T-SCIF within a deployed theater will notify the respective Combatant Command SSO within 48 hours. Such elements will also provide updates relating to the current location and status of T-SCIF under their control as directed by the Combatant Command SSO.

(e) Refer to Chapter 5, "IC Technical Specifications," of Reference (f) for detailed physical security requirements for T-SCIFs. DAC is the approving authority whenever the application of a specific physical security requirement cannot be achieved in response to an unprecedented or unique operating environment.

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(f) The information assurance manager (IAM) must obtain Automated Information System (AIS) accreditations in accordance with Reference (f). The designated approval authority (DAA) shall decide whether to grant accreditation approval to operate a system based on all available documentation and mitigating factors. The DAA may grant approval to operate a system as certified or grant interim approval to operate identifying the steps and any additional controls to be completed prior to full accreditation.

(g) The T-SCIF accrediting authority is responsible for ensuring that the TEMPEST requirements for the T-SCIF are followed. These requirements are outlined in Enclosure 4 of this Volume of this Manual. If these requirements cannot be met, DIA's Certified TEMPEST Technical Authority (CTTA) must be consulted.

b. Permanent SCIF. DAC is the sole accrediting authority for physical and technical (TEMPEST) security for permanent SCI facilities.

(1) Secure Working Areas (SWAs). SWAs are accredited and used for handling, discussing, and processing but SCI is not stored in them. Since there is no time limit on their accreditation, SWAs require a higher level of security than TSWAs and T-SCIFs. The SWA shall be controlled at all times by SCI indoctrinated individuals or secured with a General Services Administration (GSA)-approved pedestrian deadbolt meeting Federal specification FF-L-2890. All SCI used in a SWA shall be moved to an accredited SCIF at the end of each business day or destroyed using CSA approved methods. There shall be a plan to relocate or destroy SCI material in the event of an emergency or natural disaster. This plan shall be tested semi-annually.

(2) Continuous Operations SCIFs. This SCIF is staffed and operated 24 hours a day, 7 days a week. Staffed refers to personnel who possess the appropriate security clearance and are permanently assigned to the SCIF as opposed to the guard force. There should be enough personnel continuously present to observe all areas that provide access to the SCIF to include primary, secondary, and emergency exit doors.

(3) Open Storage SCIFs. Open storage SCIFs allow SCI to be openly stored within the SCIF without using GSA-approved storage containers. Open storage construction requirements shall be met.

(4) Closed Storage SCIFs. All SCI material must be stored in a GSA-approved security container in an accredited facility.

4. CONSTRUCTION SECURITY

a. The renovation of existing SCIFs and the construction of new SCIFs shall meet the security requirements outlined in Reference (f). Any variances of these requirements must be approved by DAC prior to their implementation.

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b. An SCI-indoctrinated site security manager (SSM) shall be designated by the component SSO for each new construction or renovation project. The SSM may be a U.S. Government (USG) employee, military member, or contractor, but will not be employed by the construction firm completing the project. The SSM represents the organization constructing or renovating the SCIF for all security matters to both the construction firm and the AO.

(1) The SSM shall develop a construction security plan (CSP) for each project. The plan shall include a risk assessment of the threats against the project to include human intelligence (HUMINT), counterintelligence (CI), technical, and AT/FP. The threat sources identified in Reference (f) must be used, but additional threat assessments from local sources should be utilized to define the total threat.

(2) The complexity and scope of the CSP will depend on the project. Simple modifications may only be a few pages, while the construction of a new building may be several hundred pages. Project work schedule and related documents shall be provided to the SSM in order to adequately consider and implement prudent or required security measures.

(3) The SSM, during the course of the project, shall establish appropriate security files. These files may include work schedules, picture ID cards and access records, local guard incident and other reports, inspection reports, copies of security violations, and similar substantive project documentation as deemed appropriate by the SSM.

(4) SSMs shall have 24-hour unrestricted access to on-site construction offices and areas to conduct security inspections. This does not mean that the SSM has to be on site at all times. During construction or renovations, the SSM shall conduct unannounced security surveys at random intervals to meet appropriate security procedures.

(5) The SSM shall be responsible for access control of the site and verify that the construction site is clear of all uncleared workers during non-duty hours.

c. During the design phase and prior to the start of construction, a CSP shall be developed by the SSM. A CSP template is available on the DIA SCIF JWICS accreditation site (<http://www.dia.ic.gov/homepage/da/security/field/index.html>).

(1) Security officials overseeing SCIF construction projects shall submit the CSP to DAC at the 30 percent design point along with the completed risk assessment. Based on these two documents, DAC will issue CSP guidance. The SSM will continue to update the CSP as appropriate and develop SOPs for use on the project. Component SSOs will monitor the development and implementation of the CSP. TEMPEST requirements will also be identified during this time in accordance with Enclosure 4 of this Volume.

(2) A facility under the COM, the CSP must be confirmed or certified in accordance with the OSPB in accordance with Reference (m). Assistance in developing a CSP can be obtained through DAC or the local Department of State representative.

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d. SCI-indoctrinated escorts are required when uncleared workers have access to SCIF areas. The ratio of escorts will be determined on a case-by-case basis by the SSM. Prior to assuming escort duties, escorts shall receive a briefing outlining their individual responsibilities.

e. Security checks will be performed on construction personnel to the greatest extent practical. Security checks shall, at a minimum, consist of local records checks conducted by military installation visitor and pass and identification offices, local military police, or local CI offices.

(1) Access to the construction site shall be denied or withdrawn by the SSM if any security checks reveal a felony criminal record, or the risk is otherwise too great to permit access to the site. SSM shall notify the installation or corporate access control department to ensure the individual cannot gain further access.

(2) A list of authorized workers should be established and maintained by the SSM.

(3) Prior to obtaining access to the site, construction workers shall be given an unclassified security orientation by a security representative. A security POC shall be provided for construction personnel to report information of a security nature.

f. A unique project site picture ID card and temporary pass system shall be implemented for access control.

(1) Construction site access control must include effective entry and exit screening and search procedures. To the greatest extent possible, a single entry point should be established to aid in this process.

(2) A prominent sign, printed in English and, if applicable, any other language deemed appropriate, shall list all prohibited and restricted items, and shall be posted at all construction area entry points. Personal bags, parcels, or packages shall not be allowed on the construction site by uncleared workers unless procedures are established for searching and safekeeping of such items.

(3) Physical security barriers shall be erected to deny unauthorized access to the controlled areas.

5. SCIF ACCREDITATION

a. The DAC is the accrediting official for DoD SCI facilities, excluding those under NGA, NRO, and NSA cognizance.

b. Refer to Enclosure 4 of this Volume for TEMPEST accreditation and ICD 503 (Reference (n)) for AIS accreditation.

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c. The physical accreditation process begins when the DAC AO receives a validated concept approval from a Service CSA or DoD Component SIO or their designee.

d. Upon receipt of the concept approval, DAC will assign a SCIF ID in order to track future correspondence and forward this to the requestor through their chain. The requestor shall appoint an SSM, complete the CSP (see section 4 of this enclosure) and TEMPEST Countermeasures Review worksheet (see Enclosure 4 of this Volume) and begin the fixed facility checklist (FFC). The FFC format is in the technical specifications published under Reference (f).

e. Preconstruction Approval

(1) The SCIF design will consider threats and vulnerabilities against appropriate security measures to reach an acceptable level of risk. Proper security planning for a SCIF is intended to deny foreign intelligence services and other unauthorized personnel the opportunity for undetected entry into these facilities and exploitation of sensitive activities.

(2) Upon receipt of the concept approval and checklists, DAC will conduct a comprehensive risk management review and provide preconstruction advice and assistance. To avoid costly construction pitfalls, no construction should begin until DAC has reviewed the packet.

(3) The FFC included in technical specifications published in accordance with Reference (g) and the Aircraft/UAV Accreditation Checklist and Shipboard (Surface/Subsurface) Accreditation Checklist are the primary documents in the decision-making process for granting a final accreditation. These checklists must provide sufficient detail to enable DAC to determine if the facilities satisfy physical standards detailed in Reference (g). Shipboard and aircraft accreditation checklists are available through the JWICS website at <http://www.dia.ic.gov/homepage/da/security/field/index.html>.

(4) These documents, along with their enclosures, should be completed and submitted initially around the end of the design phase when sufficient information has been gathered to complete the majority of the FFC. They should be updated periodically during the construction phase. The fully complete FFC and TEMPEST Addendum, along with attachments, should be submitted prior to the completion of the SCIF for the final accreditation.

f. Accreditation. Acceptance of the accreditation package is the last step in obtaining the accreditation of a new SCIF or the reaccreditation of an existing SCIF. The SCI security official will submit one copy each of the accreditation package to DAC through the appropriate CSA, their designee, or the DoD Component SIO.

(1) The accreditation package must include:

(a) The final FFC.

(b) Specification sheets for IDS component parts.

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(c) UL 2050 certification for IDS (this requirement does not apply to SCIFs on military installations).

(d) NIST 128 bit certificate for IDS.

(e) IDS test results.

(f) SAP co-utilization agreement (if applicable).

(g) Technical surveillance countermeasure (TSCM) reports (if applicable).

(h) Catastrophic failure plan.

(2) All entries on the changed or "to be determined" items list must be completed and an asterisk placed to the left of each paragraph that changed from the initial FFC.

(3) DAC will review the accreditation package for compliance with SCI physical security standards and will issue a formal written accreditation for the SCIF and notify the requesting SSO and the appropriate CSA, their designee, or the DoD Component SIO once the SCIF satisfactorily meets the standards. In some instances, a pre-accreditation inspection by DIA SCIF accreditors may be required. The SCIF identification number initially assigned by DAC in the preconstruction phase must be used on all future communications with DIA/DAC-2. SCI will not be discussed or introduced into the proposed SCIF until the facility is accredited. The SCI compartments will not be included in the DAC formal written accreditation document.

(4) Accreditation documents transmitted to DAC, to the greatest extent practical, should be in a digital format.

g. Transfer of Security Cognizance. SCIFs transferred from one CSA to another are not required to be reaccredited provided that all the physical security standards remain in place, all accreditation records will be furnished to the new CSA, and all appropriate organizations will be notified. Whenever DIA assumes CSA responsibility, DAC will issue a temporary accreditation with a new SCIF identification number and request that all accreditation documents be updated and submitted to DAC within 90 days. A permanent accreditation will then be issued.

h. Reaccreditation. An existing SCIF must be reaccredited when a change occurs in any of the following areas: SCIF perimeter (i.e., expansion or downsizing), storage requirements (i.e., closed storage to open storage), change from continuous (24 hours) operations to open or closed storage. Furthermore, a reaccreditation may be issued based upon results from a DIA inspection. Reaccreditation is not required whenever a compartment of SCI is moved from one room to another within the SCIF.

i. Modifications

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(1) All modifications involving construction work on the perimeter walls or major modifications must have a CSP (see section 4 of this enclosure).

(2) Major modifications to existing SCIFs require prior approval by DAC. These modifications include, but are not limited to, acquisition and installation of new alarm, telephone and intercom systems, changes in exterior doors, windows and locking devices, vent and duct work, and changes in security posture (e.g., closed vice open storage, continuous operations vice closed).

(3) Minor modifications to existing SCIFs require DAC notification. These modifications include, but are not limited to permanent securing of doors, installation of approved phones, changes in occupant or office symbol, room numbers, and interior changes.

(4) For either modification, submit an updated page change of the FFC with applicable drawings. Each page must be fully completed and dated, and an asterisk must be placed beside the changed items. DAC will review the completed FFC for compliance and give a formal reply prior to the modification occurring. For major modifications, the facility may be inspected prior to reaccreditation.

j. Changes to Security Posture. Within 24 hours, the SSO will report to DAC and the appropriate CSA, their designee, or the DoD Component SIO, through SSO chain of command, all changes affecting the security posture of any SCIF. If immediate advice is required, call DAC (703-907-1299 or DSN 283-1299). Examples of changes in security posture include:

(1) Fire, explosion, natural, or other disaster.

(2) Any other situation affecting SCI security.

k. Withdrawal of Accreditation

(1) When a SCIF is no longer required, the local SSO will initiate withdrawal of accreditation and forward a copy of the request to the appropriate head of an intelligence community element (HICE) or designee. Upon notification, DAC will issue appropriate SCI withdrawal correspondence. The SCIF identification number will no longer be valid. The local SCI security official responsible for SCIF security will conduct a closeout inspection of the facility to verify that all SCI material has been removed. Use the guidelines in Appendix 1 to this enclosure.

(2) If DAC determines there is a danger of compromising classified information or security conditions in a SCIF are unsatisfactory, SCI accreditation will be suspended or revoked. All appropriate authorities will be notified of such action immediately.

(a) DAC may approve reaccreditation of a previously accredited SCIF based upon a review of an updated facility accreditation package.

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(b) Contractor SCIF accreditation will terminate with the termination of the contract(s) and the time allotted for contract closeout. The contractor SSO (CSSO) will initiate the SCIF closeout and the contracting officer representative (COR) will verify that all SCI material is removed from the SCIF and disposed of according to the contract vehicle and all applicable policy documents. The CSSO will follow guidance in Appendix 1 of this enclosure.

1. Caretaker Status. Caretaker status occurs when a SCIF owner or sponsor identifies a need to temporarily shut down SCI activities. This change in accreditation status, granted by DIA/DAC-2, is usually associated with, but not limited to, major construction projects or operational contingencies requiring the local SCI mission to forward deploy. The SCIF owner or sponsor anticipates resuming normal operations in the future. Once approved for caretaker status, the SCIF has up to 1 year to obtain a reaccreditation and be authorized to resume normal SCI operations. The SCIF owner must provide an estimated activation date when requesting caretaker status. Extensions may be granted on a case-by-case basis by DAC. However, extension requests must specify, in writing, the adjusted estimated activation timeframe.

(1) To implement this change in status, the local SSO must submit a caretaker status request to DAC for review and approval; with a copy forwarded to the HICE or designee. Upon notification, DAC will issue the appropriate caretaker status correspondence. Once approved, the local SSO must verify all SCI material and systems were completely removed from the SCIF. If any other classified materials are to remain, that information must still be protected in accordance with the applicable policy and regulations. At a minimum, the area under caretaker status should be controlled to limit access to authorized personnel only. These controls may include, but are not limited to, key-lock devices, alarms systems, escorts, and construction surveillance technicians.

(2) Reinstating a facility's SCI accreditation can be accomplished by the SSO submitting an updated FFC or official correspondence requesting reaccreditation to DAC. If no requests for accreditation are made or if the requests are not received within the authorized timeframe, DAC will automatically disestablish caretaker status and withdraw the SCIF identification number.

6. SCIF OPERATIONS

a. Co-utilization of SCIFs

(1) Co-utilization of existing facilities promotes efficiency and achieves financial savings. Elements desiring to co-use a SCIF will accept the current accreditation and any waivers. A co-utilization agreement (CUA) will be established prior to occupancy and any differences shall be resolved prior to its acceptance.

(2) The CSA, their designee, or the DoD Component SIO may coordinate and approve CUAs with other DoD Components (excluding NRO, NSA, and NSA), to include their SCI-related SAPs. In these instances, courtesy copies of the CUAs will be furnished to DAC.

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(3) DAC will coordinate CUAs on behalf of DIA with non DoD IC agencies, NRO, NGA, and NSA, to include their respective SCI-related SAPs. In these instances, the CUA will be processed by DAC.

(4) The CSA for the SCIF maintains oversight of the facility unless all parties agree to transfer CSA responsibility. If a transfer occurs, all accreditation records will be furnished to the new CSA and all appropriate organizations will be notified. The gaining CSA will issue a new accreditation or provide written confirmation of the transfer of the facility.

(5) Planned modifications, to include additions of IS or electronic processing equipment, must be approved by the CSA in advance. Before using this equipment for SCI, appropriate accreditations (i.e., TEMPEST and IS) must be obtained from authorized IS accreditation and TEMPEST technical authorities.

b. SAPs Within DIA-accredited SCIFs

(1) Facilities housing SCI-related SAPs shall meet the physical security requirements of Reference (g). Any physical security measures above those described in Reference (f) required by SAP managers should be negotiated between the SSO and SAP security personnel.

(2) If only part of the SCIF will be used for the SAP, it will be treated as a compartmented area in accordance with Reference (f) and a CUA must be established prior to the introduction of a SAP (SCI or non-SCI) into the SCIF. Copies of the CUA will be provided to each signatory and DAC. A CUA for a SAP that occupies several SCIFs will be negotiated between the overall SAP manager and the CSA, their designee, or the DoD Component SIO. The CUA will contain a provision allowing it to be appended by the local SSO and SAP security officer to meet local security conditions.

(3) If the entire SCIF will be used for the SAP, then the SAP program manager will ensure that an individual read on to the SAP is appointed as the SSR and the appointment provided to the SSO as described in Volume 1 of this Manual. The SSO will be responsible for ensuring that SCI is properly protected and for managing the SCIF. The SAP security officer can be the SCIF security officer as long as he or she has SCI and SAP access. The SSR will conduct a self-inspection of their organization's security program and report to the CSA SSO.

(4) If non-SCI SAP material must be stored in a SCIF, a CUA with the SCIF will be completed and include the following requirements:

(a) SAP personnel must meet the eligibility standards for the SAP in accordance with DoDD 5205.07 (Reference (o)) and DoDI ~~5~~-5205.11 (Reference (p)).

(b) SAP personnel must receive a security briefing regarding protection of the SCI information while in the SCIF.

(c) Non-SCI indoctrinated personnel will be readily identifiable and will be escorted by SCI-indoctrinated personnel while in the SCIF. If access by non-SCI indoctrinated personnel

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is required for longer periods of time (e.g., daily), consideration will be given to indoctrinating the individual to SCI.

(5) SCI-SAP materials shall be controlled as SCI and SAP jointly. With the exception of physical security standards, when security standards in this Manual and Reference (p) differ, the more stringent administrative security standard shall be applied. Reference (f) shall regulate physical security standards.

(6) The CSA, his or her designee, or the DoD Component SIO may coordinate and approve, with other DoD Components (excluding NRO, NGA, and NSA), the introduction of DoD SAPs into their respective SCIFs. DIA will coordinate joint authorization with the respective DoD SAPCO for any introduction of SAPs with SCI content from non-DoD IC agencies into a DoD SCIF. The DoD SAPCO will coordinate with the non-DoD agency SIO, their designee, and DIA (if accessed) in approving any introduction of DoD SAPs with SCI content into a non-DoD IC agency SCIF.

(7) The SSO for the SCIF and the SAP manager must maintain open communications. The SSO is responsible and accountable to the SIO for the management of the entire SCIF, while the SAP manager is responsible for administration of the SAP. The SSO can enter into the SAP compartmented area of the SCIF to verify physical, technical, TEMPEST, and other security conditions that may affect the integrity of the SCIF. However, to the extent practicable under the circumstances, the SSO should provide advance notice to the SAP manager so that SAP-related materials or operations may be secured in accordance with Reference (o).

c. Photography Within a SCIF

(1) The SSO may approve unclassified photography inside a SCIF. The area must be cleared of visible classified information prior to the photography and the SSO or SSR must monitor all photography and prevent the inadvertent photography of classified information.

(2) The SSO shall ensure photographic equipment used within the SCIF complies with local portable electronic devices policy.

d. End-of-day Procedures. The SSO must establish a system of written end-of-day security checks to properly protect all classified materials and to ensure that the SCIF is secured. Use standard form (SF) 701, "Activity Security Checklist," to record internal security checks at the end of each day that the facility is occupied. Use SF 702, "Security Container Check Sheet," to record the security checks of the SCIF door, vaults, and containers. This form will document openings, closings, and end-of-day checks, to include those occurring after normal duty hours, weekends, and holidays if the facility is supported by non-duty hour checks conducted by a local guard force. If the SCIF is located in a commercial office building or other location where there is unrestricted public access to the main entry door, do not place the SF 702 on the outer door; instead, place it on the inside of the SCIF. Retain both completed forms for 90 days or as required for investigative purposes. A list of items to be checked at end-of-day is included in Appendix 2 of this Enclosure.

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e. After-duty-hours Inspections. Unannounced after-duty-hours security inspections are aimed at heightening the overall security posture for an organization by determining if classified materials are properly protected.

(1) Written procedures must be established, and employees must be briefed to SCI, regardless of the size of the SCIF, amount of personnel working within, or location. Procedures shall be tailored to what is or is not possible and practical for the location. Written procedures should be reviewed by the supporting legal office and be endorsed by the respective CSA, their designee, or the DoD Component SIO prior to implementation.

(2) SSO, SSR, or properly SCI-indoctrinated designees will conduct random inspections at least monthly and annotate the inspection for the record. Whenever possible, they should coordinate with the site IAM if time permits.

(3) Security inspections should include computers, magnetic media, multi-media, security containers, desks, file cabinets, bookcases, and other personal items such as personnel carrying briefcases and packages. Inspections within SAP compartmented areas must not occur without appropriate coordination with the SAP CSA, oversight authority, or program manager in accordance with the governing CUA.

(4) Document the results of the security inspection reports and retain for 6 months. Notify the appropriate SCI chain of command and DIA immediately of any SCI-related security violations. After hours inspection reports may be reviewed by a DAC inspector upon request.

f. Emergency Action Plans (EAPs)

(1) General

(a) Each SCIF will establish and maintain an EAP that addresses long and short term situations. Emergency plans will vary in scope and procedures, depending on the SCIF's geographic location and threat. A sample format for EAPs for SCIFs located within the United States is included in Appendix 3 of this enclosure.

(b) Plans should include task cards so that all areas are covered and coordinated. In addition, all assigned or attached personnel will become familiar with destructive devices employed or maintained for such plans.

(c) EAPs involving SCI will be coordinated with or incorporated into the host command's emergency plans. This coordination will provide for the effective and secure evacuation, storage, or destruction in the event of an emergency. Total destruction of priority one material is more desirable than partial destruction of several items.

(d) EAPs will be practiced annually and updated when a change in condition renders a portion of the EAP impossible, infeasible, or unduly burdensome. All personnel must be familiar with the plans and their part in them as either a primary or alternate duty. The SIO or SSO's

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annual review must be documented. For contractor SCIFs, the COR or designee of the USG organization who has the contract will validate the EAP.

(e) The SSO, SSR, or CSSR must alert their command SSO and DAC whenever the EAP is activated.

(f) All materials will be identified for emergency destruction or removal by labeling. Labeling can be accomplished by any matter as long as it provides a clear visual means of destruction priority and is consistent throughout the SCIF. Labels should not identify the priority levels (i.e., do not label the security container "Destruction Priority One"), but rather use something generic such as a shape or icon. Priority levels include:

1. Priority One. All cryptographic equipment and related documents.

2. Priority Two. All operational SCI or SAP codeword material and multi-media that might divulge targets and successes, documents dealing with U.S. SCI activities, and documents concerning compartmented projects and other sensitive intelligence materials and TOP SECRET collateral.

3. Priority Three. Less sensitive administrative SCI material and collateral classified material.

(2) Requirements for all EAPs. EAPs will account for fire, natural disaster (e.g., floods, hurricanes, tornados), labor strife, intrusion detection system (IDS) or alarm outage, entry of emergency personnel (e.g., host country police and firemen) into the SCIF, and the physical protection and safety of those working in such SCIFs. Planning should address the adequacy and condition of components necessary to the plan succeeding such as:

(a) Location of fire-fighting equipment.

(b) Assignment of specific responsibilities by duty position, rather than by name, with alternates designated.

(c) Authorization for the senior individual present to implement the plan.

(d) Periodic review of assigned duties by all personnel.

(e) Location of SCI material by storage container.

(f) Location of safe combinations.

(g) Procedures for admitting uncleared emergency personnel into the SCIF and provisions for safeguarding SCI material during such access.

(h) Removal of SCI document accounting records to facilitate the post-emergency inventory.

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(i) Emergency evacuation procedures for equipment, material, and personnel, as appropriate.

(j) Emergency storage procedures, if appropriate.

(k) Provisions for precautionary and complete destruction, if appropriate.

(l) Designation of evacuation site and alternate site.

(m) Designation of primary and alternate travel routes.

(n) Provision of packing, loading, transporting, and safeguarding SCI material.

(3) SCIFs Located Outside the United States. In areas where political instability, terrorism, host country environment, or criminal activity suggests the possibility that a SCIF might be overrun by hostile forces, EAPs will provide for the secure destruction or removal of SCI under adverse circumstances, such as loss of electrical power, non-availability of open spaces for burning or chemical decomposition of material, and immediate action to be taken if faced with mob attack. Where the risk of overrun is significant, SCI holdings will be reduced to, and kept at, the minimum needed for current working purposes. In addition to subparagraph 5.f.(2) of this enclosure, the following will be considered:

(a) Location of destruction equipment.

(b) Periodic checks of all incendiary devices.

(c) Minimum retention of SCI material.

(d) Close coordination with, or incorporation into, host command's emergency contingencies.

(4) Precautionary Actions

(a) When a possible emergency is anticipated, action must be taken to reduce SCI holding to the minimum necessary to continue operations. This action will facilitate initiation of the EAP should it become necessary. Precautionary actions could take the same form as emergency actions. The SIO, in coordination with the SSO, determines the material that will be retained to continue effective operations and when to store, remove, or destroy material not required.

(b) If material is destroyed as a precautionary measure, the appropriate issuing office must be advised. This office then can replace the material destroyed when the danger period has passed.

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(5) Initiation of Plan. Measures that may be taken in the event of an emergency include evacuation, secure storage, and destruction. For SCIFs located in the United States, evacuation or secure storage shall be considered before destruction.

(a) Evacuation

1. Evacuation will be executed in a systematic manner under the direction of a responsible individual. Every effort will be made to prevent loss or unauthorized access to SCI until the return of the material to its original location or the SCI material is relocated to an alternate SCIF. Factors that may influence the decision to evacuate the SCIF include:

- a. Time available.
- b. Future requirement for the SCI material.
- c. Degree of hazard involved in the removal.
- d. Safety of the new location.
- e. Means of transportation available.
- f. Transportation routes available.

2. When implementation of emergency plans results in abandonment of SCI material, the commander or SIO will make every reasonable effort to recover the material as soon as possible. Recovery will be based on the likelihood of success without subjecting personnel to undue danger. SCI or residue will be collected and placed under the control of SCI-indoctrinated individuals until disposition instructions are received.

(b) Secure Storage. Secure storage consists of securing the SCI material in other SCIFs or safes before evacuating the area. Presence of a guard does not satisfy secure storage requirements; however, placement of guards by stored material is required when possible. Secure storage is not an effective emergency measure overseas in areas under the threat of enemy or terrorist attack. Factors that may influence the decision to secure the SCI area include:

- 1. Time available.
- 2. Nature of the emergency (whether by human or natural causes).
- 3. Seriousness of the emergency.
- 4. Likelihood of returning to the site.
- 5. Bulk or weight of the material (in deciding whether to store or evacuate).

(c) Destruction

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1. Selection of an adequate destruction method should be based on a comprehensive evaluation of conditions at a specific SCIF. Destruction of SCI equipment should be by one of the following means:

- a. Acetylene torches.
- b. Incendiaries.
- c. Although not as effective, destruction or disassembling, smashing, or scattering components may be accomplished when incendiaries or acetylene torches are not available. Equipment also may be jettisoned into water deep enough to minimize the possibility of salvage.

2. Documents and other flammable material may be destroyed by burning. Kerosene, gasoline, and sodium nitrate are effective means of destroying documents. They should be used with extreme care for personal safety. Documents also may be destroyed by:

- a. Pulverizing.
- b. Pulping.
- c. Enclosing in a weighted, perforated bag, and jettisoning into water deep enough to minimize the possibility of recovery.

(d) Emergency Destruction. Emergency destruction is authorized if a craft containing SCI material or equipment is wrecked or stranded in unfriendly territory, in neutral territory where capture appears imminent, and under any other circumstances when it appears unlikely that the information can be properly safeguarded. SCI material should be shredded or burned as completely as possible and dispersed. SCI equipment should be smashed or burned beyond repair and dispersed.

(6) After-Action Report. The following actions are required after initiation of EAPs:

(a) The SIO will submit a written report as soon as possible to the next higher headquarters, with an information copy to the HICE or designee and DAC. If the action involved an SCI incident, requirements of Enclosure 5 of Volume 3 of this Manual apply.

(b) Reports will, at a minimum, indicate:

- 1. Material destroyed and method used.
- 2. Circumstances that caused the plan to be implemented.

g. Off-site Conferences. Conferences, training courses, meetings, or other such gatherings where SCI is presented, disseminated, or discussed is strictly limited to accredited USG or USG-

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cleared contractor SCIFs. Classified conferences and similar meetings, at any level, will not be held at hotels or other commercial facilities without Under Secretary of Defense for Intelligence approval.

h. Destruction. Destroy SCI in a manner that prevents reconstruction. Approved methods include burning, disintegrating, crosscut shredding or pulping for paper, and burning, disintegrating, and chemical alteration for non-paper.

(1) Crosscut shredders contained on the NSA Evaluated Products List for High Security Crosscut Paper Shredders (EPL 02-01) for the terminal destruction of communications security (COMSEC) paper products may be used for the destruction of SCI. This list may be obtained from the NSA National Information Assurance Service Center at 1-800-688-6115 (select option 3) or via DSN at 238-4399.

(2) SCIF personnel may continue to use previous NSA-approved shredders for the destruction of classified information, excluding COMSEC material. However, these devices must be discontinued when the cutting heads require replacement. Budget plans for the procurement of a new shredder, conforming to the new standard, should be considered prior to the replacement need.

(3) There is no special requirement for marking shredders with the highest level of classified information they are authorized to destroy.

i. Foreign National SCIF Access. This section prescribes essential safeguards relating to the integration or visit of foreign nationals to include foreign exchange officers, foreign liaison officers, or embedded foreign officers within DIA accredited SCIFs. Any deviations must be addressed with the responsible foreign disclosure officer (FDO), the supporting CI element and be approved by the respective HICE or their designee. If information systems are involved, the DAA for the particular network must give their approval.

(1) Non-SCI-indoctrinated Foreign Nationals. Foreign nationals without appropriate SCI indoctrinations shall not be admitted inside a SCIF unless special approval is obtained in advance by the HICE or designee.

(2) Disclosures to SCI-indoctrinated Foreign Nationals. SCI-indoctrinated foreign nationals may be granted access to a SCIF either as a visitor or an embedded part of the organization per agreement between their government and the USG. However, SCIF access does not constitute approval to release or allow access to any SCI material to a foreign national. Release of SCI materials to foreign nationals must be approved by the responsible FDO in accordance with Director of Central Intelligence Directive 6/7 (Reference (q)). Foreign nationals with SCI access are only authorized access to information releasable to their country at the level to which they are granted access.

(3) SCIF Access by SCI-indoctrinated Foreign Nationals. Whenever SCI-indoctrinated foreign nationals are provided general access to a SCIF as part of their official daily duties, the organization will ensure that compensatory security measures aimed at protecting against the

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inadvertent or deliberate release of non-releasable information, both foreign government and USG, is taken and foreign disclosure guidelines must be followed. These measures shall be guided by a risk assessment which weighs the benefit to the USG of foreign national personnel in the SCIF against the risk that security measures will not adequately protect against unauthorized disclosure. Results from this risk assessment shall be provided to DAC for review. A risk assessment for each visit is not required provided one has been done for visits as a whole. The servicing SSO will certify the foreign national's SCI accesses and the following procedures are applied.

(a) Areas within the SCIF will be segregated to the greatest extent practical to minimize the likelihood that foreign nationals are inadvertently exposed to non-releasable information. At no time will they be afforded access to areas where IC information and systems, which are not previously approved for disclosure, are located. Such areas will be protected with adequate physical security devices consistent with IC directives.

(b) Foreign nationals shall not be permitted to escort personnel.

(c) A sufficient amount of U.S. SCI-indoctrinated personnel who can properly monitor the safeguards put into place will be present whenever the foreign nationals are present. Automated or non-automated access control devices should be installed in internal SCIF areas where processing, discussion, and storage of U.S.-only information, material, or systems occur as a layer of internal security. However, such devices cannot be used in lieu of the requirement for sufficient U.S. SCI-indoctrinated personnel.

(d) Unique security procedures must be developed and clearly documented in the local standard operating procedure (SOP). Each U.S. SCI-indoctrinated person working within the SCIF must be briefed annually on the SOP and its contents as part of the Security Awareness Training Program. This program will also include CI training to include the indicators of espionage and insider threat.

(e) Foreign nationals will not be provided access to combinations to the SCIF entrance and exit doors or security containers that contain non-releasable information, and codes or functions associated with the SCIFs IDS or master codes associated with automated access control devices.

(f) U.S. SCI-indoctrinated personnel working within the SCIF must be periodically reminded to consistently exercise caution to protect against the inadvertent release of non-releasable information and to promptly report security concerns and issues. Discussions (person to person, secure telephones, video teleconference (VTC), etc.) offer a great challenge when internal rooms (where conversations are held) are not constructed to a sound transmission class (STC) 45 level, or STC-50 if the room is used for VTC (amplified audio). These standards essentially are reached when loud speech amplified audio can be faintly heard, but cannot be understood in immediate adjacent areas.

(g) U.S. SCI-indoctrinated personnel must take appropriate measures to secure non-releasable documents when not used, preferably in an approved security container.

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(h) Computer displays for classified systems must be positioned to afford adequate screening and password protection for screen savers must be applied. Consult with local IAM for further IS security guidance.

(i) Printers connected to U.S.-only systems, faxes, etc., must be located in an area that affords the greatest amount of U.S. controls.

(j) Inform any co-use agency operating within your SCIF about the presence of the foreign officers, and consider, as appropriate, notifying security officials in adjacent areas outside the SCIF.

(k) Foreign nationals granted access to IS must comply with Reference (n).

(4) CUA with Foreign Governments. A CUA, based on the governing bilateral SCI agreements between the U.S. and appropriate foreign government, is required for DoD SCIFs resident within a foreign government SCIF and for foreign government SCIFs within a DoD SCIF. Accreditation and oversight of such DoD facilities remains with DAC. The following additional guidelines apply:

(a) Procedures for controlling access (access rosters, badges, access control device codes), hours of access, restrictions on the introduction of prohibited items, protocols for visits, access to U.S.-only areas within the SCIF, destruction of classified waste, and other appropriate SCI security guidelines required to maintain positive control of U.S. SCI information, material, equipment, operations, and sources and methods must be documented in the CUA.

(b) FDO concurrence shall be obtained before finalizing the CUA to meet the provisions of DoDD 5230.20 (Reference (r)) for the country concerned.

(c) A copy of the CUA will be forwarded via secure channels (e.g., messaging, secure fax, or secure e-mail) to the appropriate HICE or designee.

(d) Physical security guidelines contained in this enclosure must be followed. Careful attention must be given to ensure unencrypted classified communication lines do not transit the area exclusively occupied by the foreign nationals.

(e) The local supporting SSO (through the SSR) will monitor the execution of the CUA and report violations and security concerns to both the FDO and respective CSA and SIO. The CSA will advise the HICE and provide recommended corrective actions as appropriate. The CSA shall report security incidents to the head of the appropriate element of the IC in accordance with Enclosure 5 of Volume 3 of this Manual.

j. IDS. IDSs will comply with basic requirements contained in References (g) and (h) unless otherwise approved by DAC. The following additional guidelines are provided:

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(1) Underwriters Laboratories (UL) 2050 Standards for USG or Contractor SCIFs. All IDS installed in DIA accredited SCIFs will meet UL 2050 standards, unless otherwise approved. Contractor SCIFs are required to have a UL 2050 certificate. UL 2050 certification is not required for USG SCIFs utilizing USG-managed systems until the monitoring or IDS head is replaced. A copy of the UL certificate must be provided to DAC. USG SCIFs are not required to have a UL certificate if the alarm system was installed by USG alarm technicians. If the alarm system was installed by a contractor, a copy of the UL 2050 certificate is required.

(2) Use of Existing IDS Systems on U.S. Military Installations. IDS located on U.S. military installations and accredited under the previous guidelines (Reference (q), which was superseded by Reference (f)) may continue to be used until a major modification is made.

(3) Line Supervision. Line supervision for all intrusion detection equipment (IDE) components of an IDS (USG and contractor facilities) will employ 128-bit (or greater) encryption whenever the signal line leaves the SCIF. This includes signal lines between any IDE, premise control unit (PCU), and monitoring stations. All lines employing line supervision require certification of the algorithm by the National Institute of Standards and Technology (NIST) (i.e., a NIST certificate). An alternate form of line supervision may be approved on a case-by-case basis.

(4) Monitoring Stations. Monitoring stations must be continuously supervised and staffed by U.S. personnel. These personnel do not need to be SCI-indoctrinated unless the system was configured to allow them to reset or shunt an alarm condition.

(5) Alarm Response Times. Response time is based upon accreditation and security-in-depth. If the response force cannot meet the required response time, additional security requirements (i.e., additional barriers, adding cameras, going to closed storage) must be added.

k. Government-owned, Contractor-operated (GOCO) SCIFs. The GOCO SCIF will be accredited as a USG facility. The local SIO must ensure that the contractor operating the facility meets the industrial security requirements outlined in Enclosure 3 of Volume 3 of this Manual.

Appendixes

1. SCIF Closeout Guidelines
2. SCIF End of Day Security Check
3. EAPs for SCIFs within the United States

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1. Inspect storage containers and furniture. Remove and inspect each drawer, leaf, or part, including areas under drawers and cushions or other parts that might conceal classified material. Ensure the container or furniture does not contain classified, official, or Government-related material.
2. Reset combination safes to the manufacturer's setting (50-25-50) and lock them.
3. Lock key-lockable containers and tape the key to the drawer or door handle.
4. Affix a certification form (may be locally produced) that reflects the date of inspection, name and signature of inspector, and a statement that the inspector certifies that classified, official, or Government-related material is not contained therein. Remove the form when the item is reissued or released outside the agency.
5. Remove typewriter and printer ribbons and dispose of them as SCI material.
6. Ensure reproduction equipment does not contain classified information or latent images of such.
7. Dispose of SCI equipment and media, including hard drives and portable storage media, according to approved procedures and request withdrawal of AIS security accreditation. Coordinate these actions with the site IAO.
8. Inspect entire SCIF to ensure all SCI material has been removed, properly disposed of, or destroyed.
9. Request accreditation withdrawal from accreditation authority.
10. Receive formal withdrawal from accreditation authority.
11. If facility will be used for another mission or project that requires alarms, transfer alarm service to the new activity. If facility will not be used for another mission or project, discontinue the alarm service, including removal of alarms and the wiring system.
12. If applicable, change the combination on the entrance door to 50-25-50, and account for all keys.
13. Debrief personnel, if required.

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APPENDIX 2 TO ENCLOSURE 2SCIF END OF DAY SECURITY CHECK

1. The individual assigned to conduct the SCIF security check for the day will check the following items (as required).
 - a. Check SF 702 to ensure all appropriate entries for locking and checking has been made for each security container.
 - b. Check desk tops, cabinets, and safe tops, shelves, stands, tables, and other furniture and equipment for unsecured classified material.
 - c. Check wastebaskets for classified material. Ensure all burn bags are properly secured.
 - d. Check typewriters to ensure that all typewriter ribbons used in the preparation of classified material have been removed and secured.
 - e. Check AIS, word processing, or recording equipment to ensure all recording media have been removed and properly stored.
 - f. Check charts, maps, blackboards, clipboards, and other items hanging on the walls that might contain classified information.
 - g. If applicable, check all windows and access to ensure they are properly secured.
 - h. Check the intrusion detection system, if applicable, to ensure that it is properly set and activated.
 - i. Check other items on SF 701. Initial the form when checks are completed.
 - j. Check SF 702 at the SCIF entrance to ensure that the "locked by" and "checked by" columns have been completed. Recheck the door to ensure it is locked.

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APPENDIX 3 TO ENCLOSURE 2EAPs FOR SCIFs WITHIN THE UNITED STATES

CONUS EAPs shall conform to the format as indicated in the Figure of this Appendix.

Figure. Sample EAP Format

This Emergency Action Plan (EAP) establishes policies, outlines responsibilities and general procedures for (organization) personnel for the safeguarding, evacuation or destruction of SCI and other classified material during emergency situations. This plan is required for Sensitive Compartmented Information Facilities (SCIF) by DoD 5105.21-M-V2 and will be reviewed at least annually with the review annotated at Attachment 11 of this EAP.

1. GENERAL. A potential enemy is capable of conducting bombing or guided missile attacks, conventional or nuclear, without warning. The (organization) office could be affected by a natural disaster occurring on or near (location) caused by earthquakes, windstorms, explosives, epidemics, fires, strikes, riots, or any combination thereof.

a. Assumptions. That it is possible for this unit's facility to be rendered inoperative, either totally or partially, by enemy attack, acts of sabotage, or by natural catastrophes such as fire, wind, flood, earthquake, etc.

b. Threats. All forces, man-made or natural, that are capable of endangering life and property, and disrupting civil and military control or leadership.

c. Friendly Forces. U.S. Military Forces in the vicinity of (location).

2. MISSION. To safeguard personnel and property; to restore the essential operations of (organization). To establish actions necessary to prevent loss or compromise of classified information in emergency situations.

3. EXECUTION

a. Concept of Operations. (Organization) is not manned or equipped to cope with fires or other emergencies of any magnitude. Major disasters could destroy the capability of this office to carry out essential functions of the present location. The intent of this plan is to assure that, in the event of any emergency, immediate action is taken to safeguard and assist (organization) personnel to minimize property damage or loss and to prevent loss or compromise of classified information. Lists of actions to take in the event of possible emergency situations are attached.

b. Task of (Organization) Personnel

(1) (Organization) personnel will be prepared to implement this plan upon notification by the appropriate (organization) or local law enforcement personnel.

(2) (Organization) personnel will be familiar with defensive readiness conditions (DEFCON) procedures and responsibilities.

c. Coordination. This plan has been coordinated with (organization) collateral security office, local military police organization, local fire protection organization, and local Special Security Office.

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4. Emergency Evacuation Support. Support for emergency evacuation will be provided by (organization) per Attachment 1.

5. Fire Protection Support. Support for fire protection will be per Attachment 4 and local military police and local fire protection personnel. Support for Bomb Threats will be per Attachment 5 and local military police.

Signature of Local SCI Security Official Date

Signature of Local Commander Date

ANNEXES

- A. Emergency Destruction Procedures
- B. Fire Protection
- C. Bomb Threat
- D. Natural Disasters
- E. Sabotage or Terrorist Attack
- F. Riots or Civil Disorders
- G. Loss of Utilities
- X. Additional Annexes as Needed

ATTACHMENTS

- 1. (Organization) Evacuation Rally Point Maps
- 2. Emergency Transportation or Material for Destruction Plan
- 3. Emergency Exit Routes
- 4. Fire Protection
- 5. Bomb Threat Checklist
- 6. Emergency Phone Numbers
- 7. Notification Alert Checklist-Evacuation
- 8. Notification Alert Checklist-Emergency Destruction
- 9. Notification Alert Checklist-Secure Storage
- 10. Notification Alert Checklist-Fire Notification
- 11. Annual Review of EAP by Assigned Personnel Signature Sheet
- X. Additional Attachments as Needed

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ENCLOSURE 3VISITOR CONTROL

1. GENERAL. The SSO is the primary POC for verification of SCI accesses. Use of the approved DoD clearance verification system (i.e., Joint Personnel Adjudication System (JPAS) or the IC Security Clearance Repository (Scattered Castles)) is the preferred method for verification of clearances and accesses.

a. The host facility will limit the access of visitors to areas and information to that required for official business. The host of a classified conference, meeting, discussion, or video teleconference is responsible for verifying the identity, access, and need to know of each person prior to disclosure of any classified information. The host will advise all attendees of the access level and dissemination controls or restrictions for the meeting. Access verification procedures will be established by the local SSO.

b. Individuals visiting a facility in which there is no capability to verify accesses using JPAS or Scattered Castles are responsible for requesting their SSO certify their security clearances and accesses to the host facility well in advance of the meeting. Visitors who have not been certified or are not reflected within JPAS or Scattered Castles, regardless of the affiliation or position of the visitor, will not be allowed access to SCI. Entrance to SCI facilities requires escort control until certification is obtained.

2. BADGE RECIPROCITY IN THE METROPOLITAN WASHINGTON, D.C., AREA (MWA)

a. Selected agencies of the IC in the MWA have signed MOAs granting official badge reciprocity privileges to personnel visiting their facilities. This precludes the requirement to validate clearance and access via JPAS or Scattered Castles. The SSO will establish local procedures to maintain need to know by the visitor's sponsor. Personnel should consult their local SCI security official for details.

b. The IC Badge Interoperability Program streamlines facility access throughout the IC. The badge is issued only to fully adjudicated and indoctrinated Government civilian personnel, assigned U.S. Military personnel, and USG contractor personnel and is accepted as evidence of security clearance and access authorization at the TOP SECRET//SI/TK level. Personnel granted SCI based on an interim are not eligible to receive this badge.

3. CERTIFICATION OF CLEARANCES AND SCI ACCESSES. The SSO will retain a record of certification for the duration of the visit for personnel who do not appear in JPAS or Scattered Castles.

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a. SSO Certifications. The SSO may approve permanent certifications of DoD personnel and contractor personnel not to exceed 36 months or duration of the contract, whichever is less. Duration of contract refers to the base year(s) or period of the contract. Certifications will not include optional years or period until the option is officially accepted by the USG. SSOs are authorized to certify SCI accesses directly to a CSSO. If an individual is debriefed from access while permanently certified, the SSO will immediately update JPAS and cancel all certifications of the individual.

b. CSSO Certifications

(1) The CSSO is authorized to certify TS/SI/TK clearances and accesses to the DoD Components, less NSA, and other DoD contractors, as specified in subparagraph 3.b.(2) of this enclosure, for contractor personnel for whom they maintain documented proof of indoctrinated status. The certifications will not exceed 36 months or duration of the contract, whichever is less; CSSO certifications to the NRO are limited to 12 months or duration of contract, whichever is less. Duration of contract refers to the base year(s) or period of the contract. Certifications will not include optional years or period until the option is accepted by the USG. Documented proof may include JPAS or Scattered Castles entry, access rosters or other access notifications provided by the supporting SSO, contractor indoctrination records if the CSSO is authorized to conduct indoctrination briefings, or other documentation that certifies SCI access. SCI accesses other than SI/TK will be certified through the supporting DoD SSO.

(2) The following CSSO certifications do not require COR approval:

(a) Visits to DoD activities, less NSA, to receive briefings based on DoD's determination of need to know.

(b) Attendance at conferences or symposia where the contractor will not present information.

(c) Visits to other DoD contractors where there is a contractual relationship as determined by the COR and stated in DD Form 254 or other written documentation.

(3) The following CSSO certifications require COR approval. COR approval shall be specified in DD Form 254 or provided in separate written documentation:

(a) Visits to DoD activities, less NSA, to present contract-generated information.

(b) Visits other than those specified in subparagraph 3.b.(2) of this enclosure.

(4) Visit certifications for contractor management, pre-contract, or technical personnel must be at the USG's request or based on contractual relationship between two companies.

(5) Upon notification from the USG CSA that an individual's SCI accesses have been suspended or terminated or upon departure or reassignment of an individual from the specified contract, the CSSO will immediately cancel all certifications and immediately notify the USG

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CSA or supporting SSO, as appropriate, of such action. Individuals will be debriefed as appropriate.

(6) Contractor implementation of access certifications will be reviewed during USG inspections and staff assistance visits.

c. Certification Content. If an individual's accesses are not in the approved DoD clearance verification system, the following applies: Certifications will include the person's name; social security number; clearance level and SCI accesses; dates of visit; purpose of visit, including company name and contract number if applicable; and the name and telephone number of the POC at the visit location. CSSOs will include their name and telephone and will use official company stationery.

d. Certification Transmission. Certifications may be transmitted electronically or by facsimile consistent with the security classification of the information. Certifications will include the statement "This message contains compartmented access certifications. Release of information is limited to personnel authorized commensurate degree of access. Disregard digraphs and trigraphs not authorized to your facility."

e. Certification Classification. Certifications using the authorized DNI digraphs and trigraphs are normally unclassified. Digraphs and trigraphs should be disclosed only to personnel who understand the sensitivity and requirement for appropriate protection. Certain circumstances such as the relationship of two organizations may require classification of the certification. The SSO will provide SCI-briefed personnel cognizance of operational security concerns and potential classification when digraphs and trigraphs are associated with program information, activities, or locations.

f. Certification Extension. Circumstances may occur that alter a travelers' scheduled arrival or departure date at an official temporary duty (TDY) location. Receiving SSOs will honor alteration to visit certifications based on the following:

(1) At the request of USG and contractor personnel, receiving SSOs will honor visit certifications up to 2 calendar days prior to the beginning date on the visit certification. Early arrival must be for the same purpose as stated in the visit certification.

(2) At the request of USG personnel, receiving SSOs will extend visit certifications at the TDY location for a period not to exceed 7 calendar days beyond the last date of the original certification.

(3) For contractor personnel, the POC at the TDY location, as named in the original visit certification, may determine the need to know for the contractor to extend the visit, not to exceed 7 calendar days beyond the last date of the original certification. Extensions of visit certifications for contractors must be for same purpose as stated on the original certification. Extensions will not be granted for non-related purposes.

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g. Emergency Certifications. Under emergency conditions, the SSO may certify SCI visit certifications for assigned personnel by telephone to another SSO.

h. Recertification Authority. Recertification authority exists to allow USG and contractor employees on official TDY to accomplish their mission. Circumstances may arise at a TDY location that requires an employee to visit other organizations for official business. DoD SSOs are authorized to recertify USG and contractor personnel clearances and SCI accesses to organizations within the SSO's local travel area. The POC at the TDY location, as named in the original visit certification, may determine the need to know for the contractor to visit another organization. COR and CSSO approval is not required for such recertifications. Recertifications will not exceed 7 calendar days beyond the last visit date of the original visit certification. Recertification by CSSOs is not authorized.

i. Visits to Foreign-owned Facilities. For DoD military, civilian, and contractor personnel visiting foreign SCIFs, SCI accesses will be certified to the appropriate HICE or designee as part of the liaison visit approval process. Adequate lead-time must be provided to recertify SCI accesses to the appropriate agencies. Contractor visit requests must specifically identify the type of work being accomplished and how it relates to the SCI contract.

j. Visits by Members of Congress. See Enclosure 4 of Volume 3 of this Manual.

4. VISITS BY FOREIGN NATIONALS. In addition to the requirements outlined in DoDDs 5230.20 and 5530.3 (References (r) and (s)), visitor access to U.S.-controlled SCIFs by foreign nationals will be approved by the activity's SIO based on operational need. Foreign national access to U.S.-controlled SCIFs for an open house, tour, orientation visit, or similar activity is prohibited unless specifically approved by the appropriate HICE or designee, Combatant Command SIO, or another appropriate IC authority (e.g., the Director, NSA).

a. Certification. The appropriate HICE or designee will certify to the servicing SSO the SCI accesses of foreign nationals authorized to visit DoD-accredited SCIFs. Any other certifications are invalid and will not be accepted. The servicing SSO will certify the accesses locally to the appropriate SCIFs being visited.

b. SCIF Access. SCIF personnel will maintain a low profile of SCIF functions and activities to preclude expectations or requests for access. The following procedures apply:

(1) Keep the number of foreign nationals to a minimum. Give the local SCI security official a minimum of 24 hours advance notice of the visit.

(2) Sanitize the SCIF and brief all SCIF personnel prior to the entrance of the foreign national to not conduct or discuss SCI or mission business during the visit. The existence of clandestine, SAP, or other sensitive operations in the facility must not be exposed or otherwise acknowledged to the visitor(s).

(3) Issue foreign visitors escort required badges and keep them under escort at all times.

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(4) The SSO shall monitor the use of electronic equipment within the SCIF so that it complies with the established policies.

(5) Record the names of the visitor(s) as required by paragraph 10.b. of this enclosure. VIP visitor(s) are not required to sign the register, but their names will be recorded after the visit.

5. FOREIGN LIAISON AND INTEGRATED PERSONNEL. Foreign government representatives' access to classified information is governed by the terms of accreditation in the agreement between the United States and the represented foreign government and in accordance with Reference (r).

6. CERTIFICATION FOR PART-TIME EMPLOYMENT. The SSO may certify SCI accesses for DoD employees working part-time for a USG contractor. The certification will not exceed one year and will be certified to the CSSO. Only the accesses required to perform the duties of the contract are authorized for certification.

7. NON-INDOCTRINATED PERSONS

a. SCIF access by non-SCI-indoctrinated persons is discouraged. SCIF personnel should conduct official business with non-indoctrinated visitors outside the SCIF. When necessary to grant SCIF access to non-indoctrinated persons (e.g., for building or equipment maintenance), secure all SCI material, including any SCI displayed on IS; do not discuss SCI; and assign an escort to the visitor. Inform SCIF personnel, either verbally or through visual notification methods that the facility will be non-secure. Notify SCIF personnel when the non-indoctrinated persons have departed. A flashing or rotating light is an excellent measure to indicate the continued presence of non-SCI-indoctrinated personnel in the SCIF. Non-SCI indoctrinated personnel should not be granted unescorted access or permitted to use the SCIF as a primary or alternate work site.

b. Open houses, promotion ceremonies, family orientations, etc., in DoD SCI areas will be held to a minimum to reduce security risks. The organization SIO may authorize, in writing, such events based on a justification explaining why the proposed function or visit must be in a DoD SCI area.

(1) Security procedures will be implemented to prevent the unauthorized disclosure of classified information.

(2) All SCIF personnel must receive a security awareness briefing prior to the visit on what can be revealed to visitors either as part of a briefing or in response to questions and to inform them of the special security procedures for the event.

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(3) Visits will be limited to sanitized administrative, conference, equipment rooms, and operations rooms. Visits are not permitted in communications centers. Areas not part of the tour will be clearly delineated and persons indoctrinated for SCI must be stationed so that no visitors enter.

(4) Visitors, regardless of age, will be escorted at all times.

(5) SCIF access logs must be kept on all visitors in accordance with paragraph 10.b. of this enclosure.

(6) The SSO shall monitor the use of electronic equipment within the SCIF so that it complies with current policies.

8. CONTRACTORS AND CONSULTANTS. DoD contractors and consultants who have TOP SECRET/SCI access may be given unescorted access to or be allowed to work alone in DoD SCIFs if all proprietary information or other special program materials to which the contractor may not have access under the terms of the contract are secured, as appropriate.

a. The contractor must possess a final TOP SECRET security clearance and be indoctrinated into SCI in order to be left alone within a SCIF.

b. The statement of work or DD Form 254 must authorize the contractor to work past routine working hours as they are described in the contract. The CORs concurrence is required prior to allowing contractors to work past routine working hours.

9. ESCORTS. Only DoD civilian, military personnel, and contractors whose principal place of work is within the SCIF are authorized to escort non-indoctrinated USG and contractor personnel within the USG SCI area. Within contractor facilities, contractor personnel with the appropriate SCI accesses will escort non-indoctrinated persons. Individuals must be thoroughly briefed on their responsibilities as an escort prior to performing the duty.

a. Escorts will announce that an uncleared visitor is in the area; so that co-workers turn over, cover, or store classified material; walk with the individual under escort; and visually observe the individual under escort until the visitor leaves the SCIF or another escort assumes the duty.

b. Waivers to escort policy and procedures may be granted by the HICE or designee on a case-by-case basis.

10. ACCESS CONTROL. Technical specifications published under Reference (f) provide physical access control standards. Access controls for a SCIF should be tailored to fit the local threat, the number of personnel requiring access, the geographic location of the SCIF, and the ability of the hosting organization to provide support. Visitors will be positively identified.

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a. Access Rosters. Access rosters listing all persons authorized access to the facility will be maintained at or near the SCIF point of entry. Electronic systems, including coded security identification cards or badges, may be used in lieu of security access rosters. Access rosters will contain the following data elements: name, rank or grade, service, social security number, organizational unit, security clearance, and level of SCI access using only authorized digraphs/trigraphs (such as SI/G/TK). Access rosters are marked "FOR OFFICIAL USE ONLY" and are annotated as containing Privacy Act data.

b. Visit Certifications. Each SCIF will have written procedures for identifying and controlling visitors and will maintain a visitor log with the following information: name of visitor, organization, citizenship, purpose of visit, POC, and date/time of the visit. Visitor logs shall be marked "FOR OFFICIAL USE ONLY." Retain visitor logs for 1 year after the date of the last entry.

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ENCLOSURE 4TECHNICAL SECURITY

1. GENERAL. This enclosure provides basic information and requirements relating to TSCM support and TEMPEST accreditation.

a. TSCM involves techniques and measures to detect and nullify a wide variety of technologies that are used to obtain unauthorized access to National Security Information (NSI), restricted data, and sensitive but unclassified information.

b. TEMPEST is a short name referring to investigation, study and control of compromising emanations from telecommunications and automated IS equipment. The aim is to minimize the likelihood that these emanations will ever be intercepted by adversaries of the United States.

2. TSCM SURVEYS AND EVALUATIONS

a. Overview. The technical surveillance threat to sensitive defense information is real. Technical surveillance devices have been discovered in U.S. facilities worldwide. A technical threat to classified information and controlled unclassified information is posed by foreign intelligence services and others, to collect information from sensitive U.S. facilities and activities or against select individuals. Technological advances make the detection of technical surveillance devices and technical security hazards possible only by highly trained personnel using specialized techniques and equipment.

(1) TSCM threats are generally categorized into three basic levels:

(a) Technical Penetration. The deliberate compromise of information using technical means.

(b) Technical Hazard. The unintentional but exploitable transmission of information from the activity.

(c) Security Vulnerability. Any condition that would facilitate the penetration or exploitation of the activity.

(2) Due to limited resources, once TSCM support is requested it could be quite some time before contact by a TSCM technician for coordination. In some instances, there may be no contact by the TSCM team prior to the date the support begins in order to accommodate OPSEC requirements and planning.

(a) OPSEC is paramount to a successful TSCM support. Any discussion, announcement, or e-mail concerning the TSCM support within the area to be inspected may alert an adversary monitoring the area and allow them to thwart detection by turning off devices and

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possibly removing them from the area until after the TSCM team departs. Therefore, knowledge of the scheduled support must be kept to a minimum, and any planning surrounding it should be made in a secure location outside the facility.

(b) A number of factors or events will nullify the TSCM investigation, and should be considered during coordination.

1. Ongoing or planned construction or renovation of the inspected area.
2. Ongoing or future introduction of new equipment or furniture into the area.
3. Current or future unaccompanied access by uncleared persons.
4. Compromise of the TSCM team or mission OPSEC.

(c) The TSCM team will investigate the area or activity using a least-alerting to most-alerting sequence of events to maximize OPSEC and probability of detecting. It is ideal for personnel who work in the area to ignore TSCM agents during the initial investigation and continue normal operations.

(d) TSCM team members are authorized unescorted access to the area being investigated. All agents hold a current TOP SECRET security clearance with SCI access. If a read-on to a SAP is necessary, this should be accomplished prior to the mission. The complexity and time required to complete a TSCM investigation requires advance coordination to satisfy approval for all required compartments/programs.

(e) The TSCM investigation is intrusive in nature. TSCM team members will try to minimize interference with normal activities. Facility personnel must not be alarmed that TSCM team members may be present or monitoring meetings or business of a sensitive or confidential nature. It is during these activities that a listening device will most likely be active and can be better detected by the TSCM team. The security and privacy of personnel working within the facility will be honored.

(f) DO NOT alter work schedules based on conduct of a TSCM investigation or presence of TSCM personnel. This may alert personnel engaged in illegal monitoring of the facility.

(g) The TSCM team may have a large amount of equipment and will need a secure space within the facility to securely store it. This equipment will be permitted inside the SCIF without delay.

b. TSCM Support Requirements. Any area where SCI is discussed or processed should be considered for TSCM support to the greatest extent possible. Priority of support must be threat-driven due to the limited resources available to conduct TSCM evaluations.

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(1) Routine Requests. Routine evaluation requirements must be considered when there is new construction or major renovation of a SCIF. There is no requirement that SCIFs located within the United States and its territories must be swept prior to accreditation, although support should be requested as soon as possible. Priority for support is given to SCIFs located in high-threat areas such as deployed and OCONUS environments. For these facilities, TSCM support shall be scheduled upon accreditation of the SCIF.

(2) Emergency Requests. If there is evidence of physical, technical penetration, or monitoring, the SSO will immediately:

(a) Cease classified discussion and activity to the greatest extent possible, while preserving OPSEC.

(b) Strictly limit the number of individuals with knowledge of the event.

(c) Promptly report the incident in accordance with ICD 701 (Reference (t)).

(d) Include preferred methods of notifications to program manager, CI office, and DAC (e.g., secure telephone, secure e-mail, message, or fax). Notify DAC as soon as possible, ensuring this notification does not negatively impact any ensuing investigation. Provide the SCIF DIA designation, what happened and when, and pertinent information. Transmit this information via secure communications from a location other than where the problem exists.

(e) If a suspected surveillance device is discovered, leave it in place and continue normal office activity until guidance is obtained from the supporting counterintelligence office or TSCM activity, and DAC.

(3) Coordinating TSCM Support. The DoD Components and DoD contractors should request TSCM evaluations through their respective TSCM program managers. In the event this is not possible, requests should be sent to DAC. When preparing the request, follow the format required by the supporting activity as listed in the TSCM support activity regulations and instructions.

(a) USA – Army Regulation 380-27 (Reference (u)).

(b) USAF – Volume 3 of Air Force Instruction 71-101 (Reference (v)).

(c) USN and USMC – Secretary of the Navy Instruction 3850.4 (Reference (w)).

(d) The Joint Staff – Joint Staff Manual 5220.01A (Reference (x)).

(e) OSD – Administrative Instruction 30 (Reference (y)).

(f) All other DoD Components – DoDI 5240.05 (Reference (z)).

(g) DoD Components of the IC-ICD 702 (Reference (aa)).

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(h) The Combatant Commands. Contact the supporting counterintelligence office to determine the applicable TSCM support activity.

(i) Contractors. Contact DAC.

(4) TSCM Reports. A copy of all TSCM reports shall be retained in the local SCIF files until superseded by a new report. Additionally, a copy of these reports shall be provided to DAC. Any physical security recommendations identified by TSCM personnel that affect the physical security or technical security (TEMPEST) of a DIA accredited SCIF must be validated by DAC prior to implementation or expenditure of funds.

c. Classifying TSCM-Related Information. Classification guidance related to TSCM inspections of SCIF spaces is maintained on the DAC JWICS website (<http://www.dia.ic.gov/homepage/da/security/field/index.html>).

3. CONTROL OF COMPROMISING EMANATIONS (TEMPEST)

a. Accreditation Authority. DAC is the TEMPEST accreditation authority for DoD SCIFs processing SCI, with the exception of those under NSA, NGA, and NRO cognizance. Officials delegated the authority to accredit T-SCIFs are responsible for ensuring those facilities meet the TEMPEST requirements of section 6 of the National Security Telecommunications Information System Security Advisory Manual 2-95 and 2-95A (Reference (ab)).

b. TEMPEST Accreditation Overview

(1) Each SCIF requires a TEMPEST countermeasures review (TCR), performed by DAC CTTA, as part of the SCIF construction process. Based on the results of the TCR, the CTTA shall determine the most cost-effective countermeasures that will contain the compromising emanations within the inspectable space and will document these requirements in writing. These TEMPEST countermeasures are based upon risk management principles using factors such as location, volume of information processed, sensitivity, and perishability of information, physical control, and the TEMPEST profile of equipment used.

(2) The CTTA will issue the TEMPEST accreditation upon acknowledgment by the facility that the countermeasures have been implemented. The TEMPEST accreditation remains valid until such time that a major modification of the facility occurs or the TEMPEST profile of the facility changes.

(3) A major modification is anything that changes or negates a TEMPEST countermeasure. Examples of a major modification would include changing the SCIF's overall space, adding RED equipment, changing the locations of transmitters, altering the building's construction and any change affecting the RED/BLACK separation. An explanation of RED/BLACK separation principles is listed in subparagraph 3(c)(2) of this section.

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(4) A change in the TEMPEST profile is anything that will alter the inspectable space, the level of TEMPEST threat, or the technology used to electronically process the SCI. This may include having a foreign entity move in next to the facility, having the local threat levels change, moving a transportable SCIF into an existing structure, changing from separate equipment for each classification to a single multi-level processing device, or adding secure video teleconferencing capability, etc. Electronic processing of SCI shall not occur until this accreditation is obtained. The TEMPEST accreditation satisfies one of the three accreditations required for a SCIF that will process SCI electronically. The other two are physical security and IT accreditation (see Enclosure 2 of this Volume and Enclosure 5 of Volume 1 of this Manual).

(5) The local SSO will use the TEMPEST addendum to the FFC to request a TCR. For an initial TCR, the addendum will be submitted to DAC during the planning phase of the construction. While some specific information may not be known prior to construction, as much information as possible must be provided in order to minimize costly changes. After the SCIF receives its initial TEMPEST accreditation, any modification to the facility must be documented as a modification and sent to DAC. Place an asterisk adjacent to each item changed in the addendum and date each page. Any changes to section A, administrative data, should be sent to DAC and marked as a "page change."

(6) The commander or corporate officer with oversight responsibility for a SCIF must assure compliance with TCR requirements. DAC must be contacted for additional guidance whenever a TEMPEST requirement (i.e., RED/BLACK separation guidance or TCR countermeasure requirements) cannot be implemented. The Department or agency head or their designee may elect not to apply a requirement; however, they must document this decision in writing based upon their acceptance of the risk of compromise. A copy will be sent to DAC prior to the facility receiving its TEMPEST accreditation.

(7) DIA may require SCIFs that have limited inspectable space, or plan to use equipment with known or suspected high TEMPEST profiles, to have an instrumented TEMPEST evaluation performed as part of the TCR.

(8) A copy of the TEMPEST addendum, the TCR, and any other accreditation material will be made available to inspectors upon request.

c. General TEMPEST Protection Overview

(1) Countermeasures. TEMPEST countermeasures (TEMPEST-suppressed equipment, radio frequency (RF) shielded enclosures, filters (power, signal, telephone, etc.), nonconductive conduit or duct sections, or other potentially expensive TEMPEST countermeasures) will not be applied without DAC approval. Normally, SCIFs located on military installations within the United States do not require additional countermeasures beyond their inspectable space and implementing RED/BLACK separation guidance. However, facilities that are located OCONUS, off a military installation or in close proximity with a foreign entity; or facilities that share a common wall, floor, or ceiling with a non-government element most likely will require them.

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(2) RED/BLACK Separation. Each SCIF must apply fundamental RED/BLACK separation to prevent the inadvertent transmission of classified data over telephone lines, power lines, signal lines, and electrical components, circuits, and communication media. The application of RED/BLACK separation establishes areas where equipment processing classified information (RED) are unique or isolated from areas where equipment processing unclassified (BLACK) are located. Separation includes physical and electrical and is detailed in Reference (ab). In addition, any component of a RED or BLACK system is also considered to be RED or BLACK.

(a) New Facilities. New facilities that will process SCI will be engineered for compliance with Reference (i), RED/BLACK installation guidance and, if applicable, National Security Telecommunications and Information Systems Security Instruction (NSTISSI) 7003 (Reference (ac)) prior to construction.

(b) Existing Structures. For existing structures, DAC may require compliance with Reference (o) and NSTISSI 7002 (Reference (ad)) or portions thereof as part of the TCR.

(c) Transmitters and Wireless Devices


1. Wireless transmission devices that employ RF technologies present potential security risks to SCI processing. Therefore, these devices should be prohibited from classified processing areas to the greatest extent practical. If a mission requirement or space limitation necessitates the installation of such devices within a SCIF, they shall not be powered from the same circuits as RED processors unless power line filters are used. In addition, these devices will be separated from RED processors by a minimum of 3 meters. SCIFs that require large RF communications systems (combat net radios, microwave systems, air to ground, or ship to shore) should be designed so to place them as far away from RED processors as possible.

2. Wireless transmission devices that employ infrared (IR) technologies may be used within a SCIF for unclassified processing only. If required for classified processing, DAC approval is required. If processing involves IT, IAM approval must be obtained.

(d) Fortuitous Conductors. Metallic conductors (copper or steel wires and cables used for IT, telecommunications, electrical power, etc.) and other electrically conductive materials that exit the inspectable space are potential carriers of compromising emanations. Various isolation techniques can be used to protect against these potential compromising emanations. The use of fiber optical cables is always highly recommended whenever possible since they do not create compromising emanations.

1. Power line conduction occurs when plain text information is transferred onto the power line by RED equipment, or radiated through free space and coupled onto the power lines. The power requirements for a facility are divided into two areas: power supporting mission equipment (technical) and power supporting services (non-technical), which includes lighting, heating, ventilating, and air conditioning. By providing a separate service feeder dedicated to the technical equipment and controlling its distribution, the potential for power line conduction is reduced.

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2. Heating, ventilating, and air conditioning systems air ducts, water pipes and gas pipes may require protection depending on their proximity to RED equipment and their exposure outside uncontrolled areas. Since these items are made of metal, they are likely to become fortuitous conductors of TEMPEST signals into uncontrolled areas. Insertion of nonconductive sections in the plumbing or duct work at the boundary of the inspectable space of the RED equipment may be required. However, when required, national, State, and local building and fire codes must be followed.

(e) Cables. Separate dedicated cables must be used for SCI circuits. All metal cables, except coaxial cable, installed in the signal distribution system must have a minimum of one overall nonferrous shield. Coaxial cable must use a separate insulated shield. Multilevel (i.e., SCI, non-SCI, and Unclassified) wire lines should not use a common distribution vehicle. Multilevel optical fiber lines may use a common distribution vehicle providing that they are not mixed within the same fiber tube. SCI cables must use a separate patch panel or breakout box, etc., when leaving the distribution vehicle. All cables should be clearly marked, labeled, or tagged according to classification level to maintain complete accountability. Unused optical fiber cables should be disconnected from the patch panel. Unused metallic cables should be removed or stripped, bound together, and grounded.

(f) Administrative Support Equipment. Administrative support equipment includes administrative telephones, paging systems, alarm detection systems, building utilities, radio and television receivers, and miscellaneous unclassified computer and communications equipment such as facsimiles, television monitors, video cassette recorders, portable computers, modems and local area network components. This equipment can provide a conductive path for compromising emanations to exit a SCIF if not installed according to RED/BLACK criteria. Local procedures should be established to control the location and use of administrative support equipment within a SCIF. If the equipment is installed consistent with Reference (ab) and the TCR guidelines, additional approval from DAC is not required prior to installation. However, the local SCI security official must submit a modification to the TEMPEST Addendum to DIA upon completion of the installation.

(g) Multilevel Switches and Multiple Circuit Equipment. Multilevel refers to a single piece of equipment used to process multiple levels of information such as SCI, collateral, unclassified, etc. This equipment includes signal multiplexers, video and audio switches, KVM switches and other administrative equipment (fax machines, copiers, printers, etc.) that are used to process both RED and BLACK information. Multiple circuit equipment refers to numerous pieces of equipment which are connected to each other forming one large processing system. While individual circuits may not require TEMPEST equipment, connecting them together may require TEMPEST countermeasures. These types of equipment may be used if the item was approved by a certified TEMPEST testing facility. For all other equipment, coordinate with DAC for further guidance.

(h) Protected Distribution Systems (PDSs). PDSs are used to transmit unencrypted NSI through non-SCI areas. When employed, they must be configured to provide adequate electrical, electromagnetic, and physical security safeguards to protect against compromising

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emanations and surreptitious exploitation. Therefore, all PDSs (SCI or collateral) entering and exiting a SCIF must be approved by DAC prior to installation and modification.

d. Equipment and Systems Installation Guidance for Ships. The primary TEMPEST vulnerability on ships is NONSTOP. (See the TEMPEST glossary in Reference (ad)). The ship itself qualifies as the inspectable space when processing occurs within the ship's hull, the equipment/systems have been installed according to section 9 of Reference (ab), the PDSs have been installed in accordance with Reference (ac), and it meets one of the following conditions:

- (1) Processing is in open water, that is, not at the pier or anchorage.
- (2) Processing is at the pier or anchorage of a U.S. port, but not within 100 meters of a foreign vessel.
- (3) Processing is at the pier or anchorage of a foreign port, but not within 200 meters of a foreign controlled vessel or building. High and medium threat areas listed in the Director, NSA, Technical Threat Assessment may require additional countermeasures.

e. Equipment and Systems Installation Guidance for Aircraft. The primary TEMPEST vulnerability of aircraft systems (fixed wing, rotary wing, and remotely piloted vehicles) is NONSTOP. Proper grounding of equipment on an aircraft is critical. This equipment must be installed in accordance with Federal Aviation Administration requirements and Reference (ab).

(1) Airborne Operations. Aircraft systems will be installed in accordance with Recommendation I of Table 3-1 of Reference (ab). In addition, the following requirements apply:

- (a) RED wiring or cabling shall be shielded and insulated overall.
- (b) RED processors shall be separated by one meter from any BLACK equipment with wire lines that exit the inspectable space or are connected to an RF transmitter.

(2) Ramp Operations. Guidance for airborne operations applies for ramp operations. Ramp operations with foreign aircraft or entities within 200 meters, or from locations outside the U.S. affect the aircraft's inspectable space. The management of inspectable space and the control of conductors leaving the inspectable space must be incorporated in the ramp operations physical security plan. If the aircraft's presence is temporary, electronic processing should be suspended. If the aircraft will be operating from the location for an extended period of time, a DAC CTTA should be consulted.

f. Transportable Systems in a Tactical Environment. The primary TEMPEST vulnerability of transportable systems operated within a tactical environment is NONSTOP. Transportable systems shall be installed in accordance with Recommendation I of Table 3-1 of Reference (ab). In addition, the following requirements apply:

- (1) RED wire cables shall be shielded and insulated overall.

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(2) RED processors should be separated by 1 meter from any BLACK equipment with wire lines that exit the inspectable space or are connected to an RF transmitter.

(3) When deploying equipment to tents or buildings, any TEMPEST shielding provided by the transportable system may be lost due to field expedient installations. Furthermore, many fortuitous conductors (visible or hidden) may exist with these buildings. Whenever installation is within a building for more than 60 days, a DAC CTTA must be consulted to determine the need for additional TEMPEST countermeasures.

(4) The management of inspectable space and the control of conductors leaving the inspectable space must be incorporated in the tactical physical security plan.

g. Exceptions to Inspectable Space Requirements. Exceptions to inspectable space requirements are not permitted without approval by the DAC Certified TEMPEST Technical Authority (CTTA).

4. CLASSIFYING TEMPEST RELATED INFORMATION. Annex C of NTISSI 4002 (Reference (ae)) is the classification authority for TEMPEST related matters, in accordance with the following applicable guidance.

a. The completed TEMPEST addendum to the FFC and all associated documentation is classified at a minimum of CONFIDENTIAL when compiled. This documentation will be declassified when the SCIF accreditation is withdrawn.

b. TEMPEST vulnerabilities and recommended countermeasures are classified at a minimum of CONFIDENTIAL when associated with a SCIF's physical location. A TEMPEST vulnerability or countermeasure associated with a SCIF ID number or in a manner that cannot be connected to the physical location of the SCIF is UNCLASSIFIED. Declassify when the SCIF accreditation is withdrawn.

c. Any compilation of documents that would allow vulnerabilities or countermeasures to be connected to a specific SCIF's physical location is classified at a minimum of CONFIDENTIAL. Examples include attaching a transmittal sheet with the facility's address or telephone number, referring to a vulnerability or countermeasure that affects ALL SCIFs, or storing the SCIF data in a file folder with the SCIF ID number.

d. Specific vulnerabilities and countermeasures may be classified in and of themselves due to their nature or sensitivity. Their use will make a document classified at the same level the vulnerability or countermeasure is classified. Classification authority and declassification instructions will be the same as the vulnerability or countermeasure.

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GLOSSARYPART I. ABBREVIATIONS AND ACRONYMS

AIS	automated information system
AO	accrediting official
AT/FP	antiterrorism/force protection
CAA	controlled access area
CI	counterintelligence
COM	Chief of Mission
COMINT	communications intelligence
COMSEC	communications security
CONUS	continental United States
COR	contracting officer representative
CSA	cognizant security authority
CSP	construction security plan
CSS	Central Security Service
CSSO	contractor special security officer
CTTA	certified TEMPEST technical authority
CUA	co-utilization agreement
DAA	designated approval authority
DAC	DIA Office of Counterintelligence and Security
DCI	Director of Central Intelligence
DCID	Director of Central Intelligence Directive
DIA	Defense Intelligence Agency
DNI	Director of National Intelligence
DoDD	Department of Defense Directive
DoDI	Department of Defense Instruction
DSN	Defense Switches Network
EAP	emergency action plan
E.O.	Executive order
FDO	foreign disclosure officer

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FFC	fixed facility checklist
FOUO	For Official Use Only
GOCO	Government-owned contractor operated
GSA	General Services Administration
HICE	head of an Intelligence Community element
HUMINT	human intelligence
IAM	information assurance manager
IC	Intelligence Community
ICD	Intelligence Community directive
ICS	Intelligence Community standard
IDE	intrusion detection equipment
IDS	intrusion detection system
IR	infrared
IS	information system
JPAS	Joint Personnel Adjudication System
MWA	metropolitan Washington, D.C., area
NGA	National Geospatial-Intelligence Agency
NIST	National Institutes of Standards and Technology
NRO	National Reconnaissance Office
NSA	National Security Agency
NSI	National security information
NSTISSI	National Security Telecommunications and Information Systems Security Instruction
ODNI	Office of the Director of National Intelligence
OPSEC	operations security
ORCON	originator controlled
OSPB	Overseas Security Policy Board
PCU	premise control unit

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PDS	protected distribution system
POC	point of contact
RF	radio frequency
SAP	special access program
SAPF	special access program facility
SCI	sensitive compartmented information
SCIF	sensitive compartmented information facility
SF	standard form
SI	special intelligence
SIO	senior intelligence officer
SOP	standard operating procedure
SSM	site security manager
SSO	special security officer
SSR	special security representative
STC	sound transmission class
TCR	TEMPEST countermeasures review
TDY	temporary duty
TK	TALENT KEYHOLE
TS	TOP SECRET
T-SCIF	temporary sensitive compartmented information facility
TSCM	technical surveillance countermeasures
TSWA	temporary secure working area
UL	Underwriters Laboratories
VIP	very important person
VTC	video teleconference

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PART II. DEFINITIONS

BLACK equipment. A term applied to equipment that processes only unclassified or encrypted information.

BLACK optical fiber line. An optical fiber that carries a BLACK signal or that originates or terminates in a BLACK equipment or system.

BLACK line. An optical fiber or a metallic wire that carries a BLACK signal or that originates or terminates in a BLACK equipment or system.

BLACK wire line. A metallic wire that carries a BLACK signal or that originates or terminates in a BLACK equipment or system.

closed storage. The storage of classified information in properly secured GSA approved security containers.

construction surveillance technician. A TOP SECRET/SCI-cleared U.S. citizen who is experienced in construction, and assigned to a project for the purpose of ensuring the security integrity of a site, building, SCIF, and materials and items that are scheduled for use or inclusion in a SCIF.

continuous SCIF operation. A SCIF that is staffed and operated on a 24 hours a day, 7 days a week basis.

controlled area. Any area to which entry is subject to restrictions or control for security reasons.

EAP destruction priorities

Priority 1. Material that should be destroyed first in the event that emergency destruction of classified material becomes necessary. Material to be considered Priority 1 includes all cryptographic equipment and documents.

Priority 2. Material that should be destroyed following destruction of Priority 1 material in the event that emergency destruction of classified material becomes necessary. Types of material to be considered Priority 2 include all operational SCI material which might divulge targets, documents concerning compartmented projects, and collateral TOP SECRET material.

Priority 3. Material that should be destroyed following destruction of Priority 1 and 2 material in the event that emergency destruction of classified material becomes necessary. Types of material to be considered Priority 3 include administrative SCI material and any collateral classified material (e.g., SECRET or CONFIDENTIAL material) not included under Priority 1 or Priority 2.

electronic processing. The capture, storage, manipulation, reproduction, or transmission of data in all forms by any electronically-powered device. Equipment is considered to be electronically

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processing if it is manipulating data, not just because it is turned on. The classification level processed depends on the classification level of the data, not the accredited classification level of the system. This definition includes, but is not limited to, computers and their peripheral equipment, word processors, office equipment, telecommunications equipment, facsimiles, and electronic accounting machines.

fixed facility checklist. Checklist used by CSAs to determine whether construction requirements for permanent SCIFs as required in Reference (g) have been met.

GOCO SCIF. A SCIF owned by the USG and operated under contract by a non-government entity.

inspectable space. The three-dimensional space surrounding equipment that processes classified or sensitive information within which TEMPEST exploitation is not considered practical or where legal authority to identify and remove a potential TEMPEST exploitation exists. Inspectable space may include parking areas around the facility that are owned or randomly inspected daily by the organization, public roads along which parking is not allowed, heavily wooded or other undeveloped areas with restricted vehicular access, and any areas where U.S. security personnel have unannounced 24-hour access.

open storage. Storage of classified information within an approved facility where securing classified information in GSA approved storage containers while the facility is not occupied by authorized personnel is not required.

PDS. A wire line or fiber optics telecommunications system with adequate electrical, electromagnetic, and physical safeguards to permit its use for the transmission of unencrypted SCI through lesser classified or uncontrolled areas.

permanent SCIF. Permanent structures (buildings, offices, etc.) built to SCIF standards, including semi-permanent structures (truck-mounted or towed military shelters, prefabricated modular trailers, or buildings), aircraft, and surface and subsurface vessels.

RED/BLACK concept. Separation of electrical and electronic circuits, components, equipment, and systems that handle national security information (RED) in electrical form from those that handle non-national security information (BLACK) in the same form. Under this concept, RED and BLACK terminology is used to clarify specific criteria relating to, and to differentiate between, such items as circuits, components, equipment, and systems and also the areas where they are contained.

RED equipment. A term applied to equipment that processes unencrypted NSI that requires protection during electrical or electronic processing.

RED optical fiber line. An optical fiber that carries a RED signal or that originates or terminates in a RED equipment or system.

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RED line. An optical fiber or a metallic wire that carries a RED signal or that originates or terminates in a RED equipment or system.

RED wire line. A metallic wire that carries a RED signal or that originates or terminates in a RED equipment or system.

restricted area. A CAA established to safeguard classified material that, because of its size or nature, cannot be adequately protected during working hours by the usual safeguards, but that is capable of being stored during non-working hours in an approved repository or secured by other methods approved by the CSA.

STC. A single number rating used in industry that describes the sound attenuation of an acoustic barrier and consolidates its performance across a specified frequency range. An STC rating of 45 indicates that loud speech is not audible. An STC rating of 50 indicates that very loud sounds such as music or speech amplified through speakers can only be faintly heard.

SSM. A designated TOP SECRET/SCI-cleared USG representative responsible to the COR for all site security matters involving SCIF construction projects.

TEMPEST. Defined in Reference (ac).

TEMPEST addendum. An addendum to the FFC that provides information to the CTTA to aid in the determination of what TEMPEST countermeasures, if any, need to be applied to the SCIF.

TSWA. A facility temporarily accredited to handle, process, or discuss classified information, to include SCI. The facility may not be used more than 40 hours per month and the accreditation may not exceed 12 months at any given location. SCI information may not be stored in a TSWA.

threat rating criteria

critical. Indicates that a definite threat to U.S. assets exists because the adversary has the capability and intent to attack and the assets are targeted on a fairly recurring basis.

high. Indicates that a credible threat to U.S. assets exists based on knowledge of the adversary's capability and intent to attack and on related incidents at similar facilities.

medium. Indicates that a potential threat to U.S. assets exists because of the adversary's desire to compromise the assets and the possibility that the adversary could obtain the capability to attack through a third party who has demonstrated such a capability in related incidents.

low. Indicates that little or no threat exists because of the absence of credible evidence of capability, intent, or history of actual or planned attack against U.S. assets.

Exhibit F
Rider #1 to Lease No. GS-11P-LVA00545

FIRE PROTECTION AND LIFE SAFETY EVALUATION
FINDINGS AND RECOMMENDATIONS

Lessor shall ensure and provide, at Lessor's sole cost and expense, all building renovations and improvements listed below. All renovations and improvements must be made prior to the Government's acceptance of space. Specifically, the following items must be corrected prior to Lease Commencement:

1. **Finding:** Fire pump inboard and out board packing glands leak excessively during the fire pump test and the packing bolts cannot be adjusted anymore or they will snap.

Recommendation: Clean and repack fire pump.

2. **Finding:** The battery in the 8th floor telephone room has expired (address #214 30327977 in Fire Alarm Inspection Report dated 8/14/2020).

Recommendation: Replace

3. **Finding:** The battery in the 8th floor telephone room has expired (address #214 30327978 in Fire Alarm Inspection Report dated 8/14/2020).

Recommendation: Replace

4. **Finding:** The battery in the LL mailroom failed (address #492 32124496 in Fire Alarm Inspection Report dated 8/14/2020).

Recommendation: Replace

5. **Finding:** The battery in the upper lobby fire control room (address #615 32124514 in Fire Alarm Inspection Report dated 8/14/2020) has an expired date.

Recommendation: Replace

6. **Finding:** The battery in the upper lobby fire control room (address #615 32124515 in Fire Alarm Inspection Report dated 8/14/2020) has an expired date.

Recommendation: Replace

7. **Finding:** The AHU in the fitness center mechanical room (address #12 06769814 in the Fire Alarm Inspection Report dated 8/14/2020) did not shut down.

Recommendation: Investigate

8. **Finding:** The AHU in the fitness center mechanical room (address #13 06769815 in the Fire Alarm Inspection Report dated 8/14/2020) did not shut down.
Recommendation: Investigate
9. **Finding:** The plenum smoke detector in the south fitness center area (address #14 06769812 in the Fire Alarm Inspection Report dated 8/14/2020) did not shut down the unit.
Recommendation: Investigate
10. **Finding:** The plenum smoke detector in the south fitness center area (address #15 06769811 in the Fire Alarm Inspection Report dated 8/14/2020) did not shut down the unit.
Recommendation: Investigate
11. **Finding:** The plenum smoke detector in the south fitness center area (address #16 3959023038 in the Fire Alarm Inspection Report dated 8/14/2020) did not shut down the unit.
Recommendation: Investigate